FRANCHISE DISCLOSURE DOCUMENT

Oasis Senior Advisors Franchise Systems, LLC
a Florida Limited Liability Company
100 Bluegrass Commons Blvd, Bldg. 1, Suite 120
Hendersonville, Tennessee 37075
(866) 757-5073
www.oasisseniorадvisors.com

Oasis Senior Advisors® businesses offer senior living placement, referral and advisory services for families needing to find an independent living community, assisted living community, memory care, nursing home, or similar facility for senior citizens, including individual pre-engagement evaluations and assessments.

The total investment necessary to begin operation of a franchised Oasis Senior Advisors business is $67,189 to $111,989. This includes $50,000 to $90,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Development Coordinator, Aimee Stokes at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075 and (866) 757-5073.

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 accountant.

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

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

Issuance date: April 29, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
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 E 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 Oasis Senior Advisors 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 an Oasis Senior Advisors franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

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.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

Oasis Senior Advisors Franchise Systems, LLC ("we", "us" or "our") is a Florida limited liability company, organized on April 21, 2016 with a principal office located at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075. As of December 31, 2023, there were 107 franchised Oasis Senior Advisors businesses and we operated 21 Oasis Senior Advisors business. We have not offered franchises for nor conducted business in any other line of business or under any other trade name. Our agents for service of process are listed in Exhibit A.

Our Parents and Predecessor

On December 15, 2022, Silver Buyer LLC ("Silver Buyer") purchased all issued and outstanding membership interests in us from Ideal Strategy, LLC ("Ideal Strategy"), a Florida limited liability company that shares our principal business address. Silver Buyer is our immediate parent. Silver Buyer's ultimate parent is Silver Parent LLC ("Silver Parent"). Silver Parent and Silver Buyer were organized on September 17, 2021, are Delaware limited liability companies, and have principal offices located at 368 9th Avenue, Suite 05-134, New York, New York 10001. Silver Buyer and Silver Parent have not offered franchises in any line of business.

Our predecessor was Oasis Senior Advisors Franchise Systems, LLC, a Maryland limited liability company ("OSAFS-MD") that merged into us on April 26, 2016. We were the surviving entity. Our predecessor began offering franchises to operate Oasis Senior Advisors businesses in February 2014. Our predecessor did not offer franchises in any other line of business.

Our Affiliates

Our affiliates, through Silver Parent and Buyer, include: Care Changes, Inc. ("CareChanges") with a principal office located at 100 Bluegrass Commons Boulevard Building 1, Suite 120, Hendersonville, Tennessee 37075; EaZy-Apps LLC, dba Aid+Attendance, with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001; Elderlife Financial Lending LLC, Elderlife Financial Services LLC and ELF Loan Holdings LLC ("Elderlife Financial") with principal offices located at 100 Bluegrass Commons Boulevard Building 1, Suite 120, Hendersonville, Tennessee 37075; Elderlife Real Estate Holdings, Inc. ("Elderlife RE") with a principal office located at 5496 Conestoga Lane, Riverside, California 92504; and FamilyAssets Group LLC ("Family Assets") with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001.

CareChanges is a virtual-based senior living referral service. It has done this since 2006, and has the ability to provide virtual lead qualification services to Oasis Senior Advisors franchisees.

EaZy-Apps LLC, dba Aid+Attendance, provides a VA benefits eligibility and web-based application service. It has done this since 2019, and has the ability to provide VA benefits eligibility services to Oasis Senior Advisors franchisees.

Elderlife Financial provides financial concierge and other financial services for senior living and home care. It has done this since at least 2001, and has the ability to provide financial services to Oasis Senior Advisors franchisees.

Elderlife Real Estate provides realtor referral services to families looking to sell their homes as they transition to assisted living facilities or other senior living communities. Elderlife Real Estate has done this since 2012, and has the ability to provide real estate services to Oasis Senior Advisors franchisees.

FamilyAssets offers information about organizations that provide senior care. It has done this since 2016, and has the ability to provide leads to Oasis Senior Advisors franchisees.

The Franchise

We offer franchises to operate a business offering senior living placement, referral and advisory services ("Senior Placement Services") under the name and mark Oasis Senior Advisors and any other trade names, trademarks, service marks, logos, emblems, words, symbols or other indicia of origin currently used, or developed in the future by us (the "Marks") according to an Oasis Senior Advisors Franchise Agreement ("Franchise Agreement"). A copy of the Franchise Agreement is attached to this disclosure document as Exhibit C. Under the Franchise Agreement, we license you to use our unique and distinctive operating system and method of providing Senior Placement Services (the "System") with our Marks, trade secrets and other confidential information. We will loan you a copy of our confidential pre-work, software, training, and operations manuals (the "Manual Suite") for use during the term of your Franchise Agreement. We may modify and improve the System and the Manual Suite from time to time.

If you purchase a franchise, you will operate your franchised Oasis Senior Advisors business (the "Business") within a specific geographic area (the "Territory"), which we will identify before you sign your Franchise Agreement. You must designate an owner with at least a fifty percent ownership interest to communicate with us, manage the Business on a full time basis and attend our training programs and conventions ("Principal Owner").

Your Business will specialize in providing Senior Placement Services for senior citizens ("Clients") needing to find independent living communities, assisted living communities, memory care, nursing home, or other facilities (collectively "Communities"), including individual pre-engagement evaluations and assessments. As an Oasis Senior Advisor, you will meet with Clients and/or their authorized representatives to determine each Client's medical, financial, geographical and lifestyle needs. You must use our proprietary software system, Oasis IQ, to provide your Clients with Housing Options Made Easy ("HOME"), which is a listing of Community options that can support their needs. Ultimately, it is the goal of an Oasis Senior Advisor to save their Clients time and stress during an emotional time. Senior Placement Services are offered at no charge to Clients.

You will be responsible for establishing relationships with Communities in your Territory that will compensate you if your Clients move into their Communities. Based on those relationships, we will enter into agreements ("Community Referral Agreements") with Communities in your Territory, the form of which is included in the Manual Suite and will be updated by us from time to time. Your signed Community Referral Agreements will be recorded in Oasis IQ. The revenues of your Business will be based on these Community Referral Agreements and their compensation arrangements. The compensation arrangements vary from Community to Community but are typically based on a payment of 70% to 100% of the Client's rent and care charges for their first month; or 50% of the Client's rent and care charges for their first month and 25% to 50% of the Client's rent and care charges for the second month. Occasionally, the compensation is split by two separate Oasis Senior Advisors businesses based on the cross-territory policies in the Manual Suite. Certain states regulate compensation arrangements for Senior Placement Services, and you will be required to comply with such laws and regulations.

In general, you will be connected to Clients as a result of your marketing efforts via a referral from other senior service businesses you establish relationships with, such as home health care providers,

pharmacies, doctors' offices, hospitals and other health care providers, financial planners, faith-based institutions, non-profits or foundations (e.g. foundations supporting Alzheimer's or Parkinson's patients, and other non-related senior businesses), family law attorneys and other professionals dealing with senior citizens (collectively "Lead Sources").

As an Oasis Senior Advisor, you must sign the HIPAA Business Associate Agreement attached as Exhibit J whereby you agree to comply with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("HIPAA"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services, including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information), which require protection of the privacy and security of protected health information and other applicable state and federal laws, all as amended from time to time.

Market and Competition

We believe the market for Senior Placement Services is well established and evolving as the aging population is increasing demand for senior housing and care facilities. Your Business will compete for Clients with other businesses that refer seniors to Communities. Many of these competitors have substantial financial, marketing and other resources and may be well established in your market area. It is essential to the ongoing operation of your Business that you develop relationships with Lead Sources and the Communities located in your Territory.

Industry-Specific Laws and Regulations

We are not aware of any laws or regulations applicable to Oasis Senior Advisors businesses that would not apply to senior placement and referral businesses generally. For example, certain states regulate compensation arrangements for Senior Placement Services and you will be required to comply with such laws and regulations. You also must comply with all applicable local, county, state and federal laws and regulations, which apply generally to the senior placement and referral industry including health care (including HIPAA), privacy, wage and hour, discrimination, employment, sexual harassment, workers compensation and unemployment insurance, and advertising laws. There are other laws and regulations applicable to businesses generally (such as the Americans with Disabilities Act) with which you must comply. You should consult with your attorney and local, county, state and federal government agencies concerning these and other laws and ordinances that may affect the operations of your Business before you sign an agreement with us. You also must obtain all applicable permits, licenses and certificates for the Business. It is your, and only your, responsibility, on a continuous basis to investigate and satisfy all local, county, state and federal laws as they vary from place to place and may change from time to time.

ITEM 2
BUSINESS EXPERIENCE

Tim Evankovich: Chairman

Mr. Evankovich has served as our Chairman since January 2024 Mr. Evankovich served as our Chief Executive Officer from April 2016 to January 2024. He also has served as Vice President of our affiliate, Oasis Senior Advisors Holdings LLC ("OSA Holdings") since December 2022. He served as Chief Executive Officer of our predecessor, OSAFS-MD, from July 2014 to April 2016. Mr. Evankovich has also served as Chief Executive Officer of Ideal Strategy since July 2014. Each position has been held in Bonita Springs, Florida.

John Benbrook: President

Mr. Benbrook has served as our President since December 2019. He also has served as Vice President of our affiliate, OSA Holdings, since December 2022. From January 2019 to December 2019, he served as our Senior Vice President. Each position with us has been held in Mahwah, New Jersey. From October 2017 to January 2019, he was the Owner and President of Oasis Senior Advisors – Mainline in Westchester, Pennsylvania.

Christine ("CC") Childree: Vice President of Operations and Support

Mrs. Childree has served as our Vice President of Operations and Support since February 2024. From December 2019 to February 2024, she served as our Director of Operations. From February 2019 to December 2019, she served as our Project Manager. Each position with us has been held in Phoenix, Arizona.

Paul A. Young: Franchise Sales Executive

Mr. Young has served as our Franchise Sales Executive since February 2023 in Columbus, Ohio. From January 2021 to January 2023, he served as Program Manager for Hartford HealthCare Corporation in Hartford, Connecticut. From June 2010 to December 2020, he served as Associate Director for the University of Connecticut in Storrs, Connecticut.

James Stumpf: Director of Franchise Development

Mr. Stumpf has served as our Director of Franchise Development since March 2024 in Laurel, New Jersey. From June 2007 to March 2024, he served as President for Laurelwood Group in Laurel, New York.

Crystal Pizarro: Director of Marketing of Silver Corporate Holdings LLC

Ms. Pizarro has served as Director of Marketing of our affiliate, Silver Corporate Holdings LLC, since February 2023 in Philadelphia, Pennsylvania. From March 2022 to December 2022, she served as Marketing Manager for Aperta, Incorporated in New York, New York. From January 2020 to March 2022, she served as Marketing Manager for Toll Brothers, Inc. in Fort Washington, Pennsylvania. From October 2016 to February 2020, she served as Marketing Manager for E&3 C's Enterprises Incorporated in Somerset, New Jersey.

Jennifer Conder: Director of Operations

Ms. Conder has served as our Director of Operations since February 2024. From March 2018 to February 2024, she served as our Operations Representative. Each position with us has been held in Bonita Springs, Florida.

Gregory A. Mason: Chief Executive Officer of Silver Assist LLC

Mr. Mason has served as Chief Executive Officer of our affiliate, Silver Assist LLC, since November 2022 in New York, New York. From May 2022 to November 2021, he served as President of Bitcentral Inc. in Newport Beach, California. From May 2019 to May 2020, Mr. Mason was Principal of G.A.M. Consulting in New York, New York. From December 2012 to September 2018, he served as the Chief Executive Officer of Purch Inc. in New York, New York.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

The Initial Franchise Fee is variable depending on the population of your Territory, and depending on other factors, such as the number of assisted living beds, skilled nursing facility beds and communities located within your Territory, the population density and geographic size of your Territory, and whether you are an existing franchisee signing an additional Franchise Agreement. The Initial Franchise Fee is payable in full when you sign the Franchise Agreement. Assuming no other factors, we calculate the Initial Franchise Fee at the rate of $0.10 per person in your Territory, which typically will have about 400,000 to 800,000 people, although we may offer you a smaller or larger Territory. The Initial Franchise Fee typically ranges from $40,000 to $80,000. We determine the population of your Territory with reference to information provided by third-party data compilation and demographic service providers when you sign the Franchise Agreement, although the population may fluctuate over time. Currently, we use certain online websites for this analysis. The population of your Territory and the Initial Franchise Fee will be determined before you sign the Franchise Agreement. Except as noted below, the Initial Franchise Fee is not refundable.

We participate in the VetFran Program, which seeks to provide an opportunity for veterans who want to be in business. If you are a qualified veteran, currently defined as any former member of the United States Armed Forces who can provide a DD214 that indicates an Honorable Discharge, we will reduce the Initial Franchise Fee by 10%.

You also must pay a Business Administration Set-Up Fee ("BASF") in the amount of $10,000 when you sign the Franchise Agreement. The BASF covers the cost to provide you with a variety of materials, information and insight on establishing your Business, including, among other things, telephonic operations representative support prior to training, the setup of up all social media platforms, and design and implementation of your franchisee website. We also provide a copy of the Pre-Work Manual, which is a part of the Manual Suite. We waive the BASF for existing franchisees who sign additional Franchise Agreements. The BASF is not refundable.

We have the right to terminate the Franchise Agreement if your Principal Owner fails to successfully complete the Initial Training Program to our satisfaction within 120 days after the effective date of the Franchise Agreement. If we do so, we will retain the portion of the Initial Franchise Fee necessary to compensate us for our direct or indirect expenses related to recruiting you as a franchisee, including any amounts we pay to a broker, and we will retain the entire BASF. We will return to you any portion of the Initial Franchise Fee that exceeds our direct and indirect expenses. Our direct and indirect expenses typically range from 50% to 75% of the Initial Franchise Fee paid by you, although the precise amount varies depending on each situation.

During our fiscal year ended December 31, 2023, the Initial Franchise Fee ranged from $43,295 to $80,000. During our fiscal year ended December 31, 2023, the BASF ranged from $0 to $10,000.

ITEM 6
OTHER FEES

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
National Advertising Fund ("NAF") Contribution	Greater of $200 or 2% of monthly Gross Revenue; subject to a maximum of $400 per month	7th day of each month	Payment obligation begins on the first full month following the Opening Date of your Business, which is the first business day of the month following your Principal Owner's successful completion of the first week of the Initial Training Program (see Item 11) or, if the Business is acquired through a transfer, the date of the closing of the transfer transaction. See Note 3 for a definition of Gross Revenue. We may increase the NAF Contribution if 50% or more of the franchised Oasis Senior Advisors Businesses agree to the contribution change. See Item 11 for additional information.
Local Marketing Cooperative Contribution	Contribution determined by majority vote of the cooperative's members which will not exceed $1,000 per month	Paid to the cooperative monthly as required by the cooperative	If we require a local marketing cooperative to be formed, you must participate in cooperative marketing in addition to your other advertising expenditures. The voting power in any cooperative for Oasis Senior Advisors businesses operated by us and our affiliates will be the same as the voting power of franchised Oasis Senior Advisors businesses.
Fast Track Program	$7,000 ($3,000 first month and $1,000 second through fifth months)	7th day of first five full months following Opening Date	We will spend the amounts you pay to us for the Fast Track Program for Local Marketing (as defined below).
Local Marketing	$1,000 per month, on average	7th day of month (if paid to us)	You must make spend the required amount on local promotion of your Franchised Business and local network development ("Local Marketing").* If you fail to make the required Local Marketing expenditures as described in Item 11, we may collect the funds from you and spend them on your behalf for Local Marketing. We reserve the right upon at least 30 days' notice, to increase your Local Marketing obligation, however we will not

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
			increase this obligation by more than 10% in any 12-month period. See Item 11 for situations where the Local Marketing requirement may periodically be waived if you meet your Minimum Performance Requirements, which are described in Item 12. (*Fees paid for the Fast Track Program are considered part of your Local Marketing expenditures during your first year of business.)
Royalty Fee	Paid in two parts – Minimum Royalty Fee and Reconciled Royalty Fee	See below	
	Minimum Royalty Fee - $0 - $1,400	7th day of each month for the previous month. See Table 3 of Note 4 below.	The Minimum Royalty Fee is based on the number of months that your Business has been in operation. See Table 1 of Note 4 following this table.
	Reconciled Royalty Fee The royalty percentage ranges from 6% to 10% of monthly Gross Revenue.	7th day of the month, for the month ending 60 days prior to the current month. See Table 3 of Note 4 below.	The Reconciled Royalty Fee is calculated as (1) the royalty percentage in Table 2 of Note 4 following this table (based on the annual Gross Revenue of the Business for the prior calendar year) multiplied by the Gross Revenue of the Business for that month, (2) minus the Minimum Royalty Fee previously paid for that month. If the Reconciled Royalty Fee is less than $0, then no payment will be due for that month.
Software Access Fee	$120 per month	7th day of each month in advance	We reserve the right to change this fee but will not increase this fee by more than 10% in any 12-month period. We may waive this fee for additional Oasis Senior Advisors Businesses that you operate under one entity in OasisIQ in accordance with our Manual policies.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Online Management Fee	$100 per month	7th day of each month in advance	We collect this fee and pass this through to our vendor for social media and online management services. We may waive this fee for additional Oasis Senior Advisors Businesses that you operate under one entity in OasisIQ in accordance with our Manual policies.
Additional Training Fee	Varies, we currently charge $50 per hour	30 days after billing	We may charge you for operating assistance made necessary by your failure to comply with the Franchise Agreement or operating assistance you request that is greater than the assistance we normally provide.
Audit	Amount underpaid, plus interest	30 days after billing	If you have underpaid fees owed to us by more than 2%, you must pay three times the amount due, plus our costs and interest per month on the underpayment. The cost of the audit will vary depending on the quality of your records and the amount of time required to review these records.
Collection Costs and Expenses	Our actual costs and expenses	On Demand	You must pay us all collection costs and expenses incurred by us in enforcing the terms of the Franchise Agreement including collecting any monies owed by you to us.
Convention Fee	$1,500	Immediately after the Annual Convention	This fee is only due if your Principal Owner does not attend our Annual Convention.
Enforcement Costs	Our actual costs and expenses	On Demand	Payable if we prevail in obtaining an injunction, judicial or arbitral relief, or in successfully defending a claim brought by you against us. These costs and expenses include those relating to prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, expert witness fees, and other litigation or arbitration expenses.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Employee Background Checks	$1,000 per day	Immediately after notice from us	If you fail to conduct required background checks before you hire an employee, you must pay a fee of $1,000 for each day that the employee remains in your employ without completion of a satisfactory background check.
Indemnification	Our actual defense costs	30 days after we bill you	You must defend and indemnify us from all damages and claims relating to the operation of your Business. (See Section 22.6 of the Franchise Agreement.)
Insurance	Our actual costs of obtaining insurance coverage	Immediately after notice from us	If you fail or refuse to obtain and maintain the insurance we specify, we may at our option, obtain comparable insurance for you and your Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.
Late Charges/ Insufficient Funds Fee	1.5% per month on unpaid balances or the highest legal rate for open account business credit in the state where your Business is located, whichever is less, until paid. If there are insufficient funds to cover a check or other transfer, we reserve the right to charge you a $25 fee.	Immediately after notice from us	This fee is only due when fees owed to us are not paid on time and is due from the date of underpayment. We also reserve the right to charge you the insufficient funds fee if there are insufficient funds in your account to cover our fees.
Manual Suite	$1,000	30 days after invoice	If you fail to return your Manual Suite, you must pay a fee of $1,000 in addition to any other remedy we may have.
Products and Supplies	Our then-current prices	30 days after billing	If you purchase products or supplies from us or our affiliates, you will pay our then-current prices for the products and supplies.

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Taxes	Amount of any state and local taxes imposed on us based on fees you owe under the Franchise Agreement	On Demand	Payable if taxes are imposed on us as a result of our receipt or accrual of the fees due under the Franchise Agreement, whether assessed against you through withholding or other means or whether paid by us directly.
Training Fee	$150	Prior to attending training program	Payable if any of your employees attend our Initial Training Program.
Transfer	$5,000	Prior to transfer	Payable to us on or before the date that you transfer or assign your franchise. If a third-party acts as a broker, agent or consultant in connection with the sale, you must also pay to us the greater of (1) the value of the broker's commission up to $24,000, or (2) 10% of the total purchase price up to $30,000.

NOTES

(1) Except as noted, all fees are paid to us, uniformly imposed and are non-refundable; however we may, in some instances, waive or reduce some or all of these fees for particular franchisees. We require that all payments you owe us be made by Electronic Funds Transfer ("EFT"). If the due date is a weekend day or a holiday, you must pay all fees owed to us on the last business day that precedes the due date.

(2) You must pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fees, the NAF Contributions, and other fees under the Franchise Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

(3) Gross Revenue means all revenue from the sale of all services and products (whether such services or products are permitted or not) and all other income of every kind and nature (including, but not limited to, cash, check, wire transfer, credit and debit card, barter exchange, trade credit, or other credit transactions) related to, derived from, or originating from your Business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Revenue shall not include any refunds provided in the ordinary course of business or any sales, use, service or other taxes you collect and actually transmit to the appropriate taxing authorities.

(4) The Royalty Fee is due and payable on all Gross Revenue derived from or attributable to all Senior Placement Services provided to Clients and all other activities related (directly or indirectly) to

your Business. The requirement to pay the Minimum Royalty Fee is based on the Gross Revenue of your Business each month and will not be adjusted based on the Gross Revenue realized in a subsequent month or over the course of any quarterly or annual period. We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from "Gross Revenue" as circumstances, business practices, and technology change.

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION	MINIMUM ROYALTY FEE
1 – 3	$0
4 – 12	$400
13 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

TABLE 2 – ROYALTY PERCENTAGE

GROSS REVENUE DURING PRIOR CALENDAR YEAR	ROYALTY FEE
$0 - $250,000	10%
$250,001 - $500,000	9.5%
$500,001 - $750,000	9%
$750,001 - $1,000,000	8.5%
1,000,001 - $1,250,000	8%
$1,250,001 -$1,500,000	7.5%
$1,500,001 -$1,750,000	7%
$1,750,001 - $2,000,000	6.5%
$2,000,001 and above	6%

*During the calendar year in which the Business opens, the Royalty Percentage is 10% of Gross Revenue.

TABLE 3 - ROYALTY FEE PAYMENT MONTHS

GROSS REVENUES REALIZED IN MONTH	MINIMUM ROYALTY FEE PAYMENT DUE	RECONCILED ROYALTY FEE PAYMENT DUE (ROYALTY FEE LESS MINIMUM ROYALTY FEE PREVIOUSLY PAID)
January	February 7th	April 7th
February	March 7th	May 7th
March	April 7th	June 7th
April	May 7th	July 7th

GROSS REVENUES REALIZED IN MONTH	MINIMUM ROYALTY FEE PAYMENT DUE	RECONCILED ROYALTY FEE PAYMENT DUE (ROYALTY FEE LESS MINIMUM ROYALTY FEE PREVIOUSLY PAID)
May	June 7th	August 7th
June	July 7th	September 7th
July	August 7th	October 7th
August	September 7th	November 7th
September	October 7th	December 7th
October	November 7th	January 7th
November	December 7th	February 7th
December	January 7th	March 7th

If you acquire your franchise through a transfer, you will sign a Resale Addendum to the Franchise Agreement (Exhibit L) and Table 1 above will be replaced with Table 1 below:

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION FOLLOWING THE EFFECTIVE DATE	MINIMUM ROYALTY FEE
1 – 4	$0
5 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (1)	$40,000	$80,000	Lump Sum	On signing Franchise Agreement	Us
BASF (2)	$10,000	$10,000	Lump Sum	On signing Franchise Agreement	Us
Computer and Associated Software	$1,500	$2,000	As Arranged	As Arranged	Various Third Party Suppliers
Supplies	$200	$500	As Arranged	As Arranged	Various Third Party Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Certified Senior Advisor Certification (3)	$990	$990	As Arranged	As Arranged	Various Third Party Suppliers (i.e. Society of Certified Senior Advisors, hotels, restaurants, airlines)
Travel and Living Expenses While Training (4)	$1,000	$2,000	As Arranged	As Arranged	Various Third Party Suppliers (i.e. airlines, hotels, restaurants)
NPRA Membership (5)	$399	$399	As Arranged	As Arranged	NPRA
Deposits/Insurance	$1,500	$2,500	As Arranged	As Arranged	Various Third Party Suppliers (insurance companies)
Fast Track - 3 months (6)	$5,000	$5,000	As Arranged	As agreed upon	Us
Additional Funds for 3 months (7)	$6,600	$8,600	As Incurred	As incurred	Us, and Various Third Party Suppliers
Total Initial Investment	$67,189	$111,989			

NOTES

We have relied on our franchisees' experience to make these estimates. Costs will vary depending upon a number of factors. There is no assurance that your experience will correspond with these cost estimates. Except as noted below, or in other Items of this disclosure document, all payments are uniformly imposed and non-refundable. Payments you make to third-party suppliers may or may not be refundable depending on supplier terms. We do not provide financing for any portion of your initial investment.

(1) **Initial Franchise Fee.** We base the Initial Franchise Fee at a rate of $0.10 for each person in your Territory, which will typically have 400,000 to 800,000 people. Accordingly, the Initial Franchise Fee will typically cost between $40,000 and $80,000. (See Item 5 for more information).

(2) **BASF.** The BASF is a one-time payment, due upon signing the Franchise Agreement. This fee is non-refundable.

(3) **Certified Senior Advisor Certification.** These expenses include the tuition charges that you must pay to the Society of Certified Senior Advisors to take a course and obtain a Certified Senior Advisor designation for your Principal Owner. The course is offered online as reflected by the low estimate. If you choose to attend the course in person, you will incur travel expenses, which are reflected in the high estimate.

(4) **Travel and Living Expenses While Training.** These expenses include travel and living expense costs associated with attending the Initial Training Program (applicable to all franchisees) and the three-day On-Site Training (applicable to franchisees that purchase an existing Oasis Senior Advisors business). These fees may or may not be refundable depending upon supplier terms. See Item 11.

(5) **National Placement and Referral Alliance ("NPRA") Membership.** We require you to join the NPRA prior to opening your Franchised Business and maintain a membership thereafter.

(6) **Fast Track – 3 Months.** As described in Items 6 and 11, you must pay us $7,000 in the first five months of operation for Local Marketing that we will conduct on your behalf under the Fast Track Program. This $5,000 estimate is for the first three months of the Fast Track Program.

(7) **Additional Funds for Three Months.** This estimates your initial start-up expenses as an owner-operator for the first three months. It includes costs such as incorporation, monthly on-line access fees to the Internet, local marketing, and NAF Contributions. It does not include the Fast Track expenditures identified in Note 5 above that you must pay to us, any Royalty Fees you are required to pay, wages, or owner-operator compensation. These figures are estimates and we can't guarantee that your expenses won't be higher. Your costs will vary depending upon factors such as how well you follow our procedures, your management and sales skills, competition, economic conditions, the local market for our services, and other factors.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Communities

You will be responsible for establishing relationships with Communities in your Territory that will compensate you if your Clients move into their Communities. After receiving the relevant information from you regarding a new Community in your Territory, we will prepare and sign a Community Referral Agreement with the Community, the form of which is included in the Manual Suite and will be updated by us from time to time. Your revenues will be based on compensation arrangements in these Community Referral Agreements, which generally are derived as a percentage of the first month's rent and care charges. The Manual Suite will provide you with guidelines for establishing a referral relationship and typical referral fees charged in the industry. Certain states regulate compensation arrangements for Senior Placement Services and you will be required to comply with such laws and regulations.

We have the exclusive right to negotiate and enter into Community Referral Agreements with Communities that operate in multiple locations in a particular region or nationwide ("National Accounts") including National Accounts that operate in your Territory. The details of any National Account program that we establish will be set forth in the Manual Suite. After we enter into a Community Referral Agreement with a National Account, any Client that you refer to such a National Account will be compensated at the rate set forth in the National Account's Community Referral Agreement with us. Our National Account Community Referral Agreement will supersede any local terms that you negotiate with a Community in your Territory.

Within 90 days after the Opening Date, you must have Community Referral Agreements in place with at least 30% of the Communities (that have at least 20 beds) in your Territory that are not National Accounts or we may terminate the Franchise Agreement.

Supplies and Suppliers

We provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved products, services, fixtures, furniture, equipment, supplies and other items or services necessary to operate the Business ("Approved Supplies List"). The Approved Supplies List may specify the specific manufacturer of a specific product, service or piece of equipment. As further noted below, we, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products or services.

We are the only approved supplier for certain pre-opening business administration and set-up assistance. As noted in Item 5, you must pay us a BASF in the amount of $10,000 when you sign your Franchise Agreement. The BASF covers the cost of providing you with a variety of materials, information and insight on establishing your Business, including, among other things, telephonic operations representative support prior to training, the setup of up all social media platforms, and design and implementation of your franchisee website. We also provide a copy of the Pre-Work Manual, which is a part of the Manual Suite. During our last fiscal year, we received $80,000 from franchisee payments of the BASF, or 1.8% of our total revenues of $4,354,020 during the same period of time as noted in our audited financial statements attached as Exhibit E.

The Approved Supplies List may include specific products or services without reference to a particular manufacturer, or it may set forth the specifications and/or standards for certain products or services. For example, as further described in Item 11, we give you, at the time of your Initial Training, detailed specifications for your computer and the minimum hardware and software requirements needed to open a Business. As noted below, we, an affiliate or a third-party may be an approved supplier. As of the date of this franchise disclosure document, we do not have affiliates that are approved suppliers. We will periodically revise the Approved Suppliers List and Approved Supplies List.

With the exception of single source suppliers that we designate, you must notify us in writing if you want to offer for sale from the Business any brand of products, services or supplies, or to use in the operation of the Business any other materials, items or supplies that are not then approved by us, or to purchase any product or service from a supplier that is not then designated as an approved supplier. Before giving our approval, we may ask the supplier to provide samples of materials that meet our specifications. We do not impose any fee either to you or the supplier for conducting this investigation. We will advise you within 30 days whether or not the supplier is approved, however, this time period may vary depending upon the cooperation we receive from the supplier in responding to our questions.

Since most of the items you will purchase to begin operating your Business must meet our specifications, you can expect that the items purchased in accordance with our specifications will represent 50% to 70% of your total expenditures you will make to begin operations. Once you begin operating, the primary items you will purchase that must meet our specifications are marketing materials and apparel. We would expect these items to represent 50% to 70% of your total expenses.

Except as noted below with respect to Oasis IQ, neither we nor our affiliates are approved suppliers for any goods or services to our franchisees. None of our officers owns an interest in any approved supplier, however, they may own an interest in us and our affiliates.

We negotiate special pricing rates and discounts with any suppliers for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers. We anticipate that several of our approved suppliers will pay us rebates and/or to sponsor our Annual Convention. Except for these sponsorships, we do not anticipate receiving any rebates from any of our approved suppliers, although we reserve the right to do so. We have not arranged any purchasing or distribution cooperatives among our franchisees, although we reserve the right to do so.

Oasis IQ

You must access from your computer, and use daily in the operation of the Business, Oasis IQ, our proprietary business management software, which collects detailed information about Clients of the Business, Lead Sources, Communities, data related to employees of the Business, your calendar, and financial information and tools. In connection with your use of Oasis IQ, you (and each manager of the

Business and other key employees we designate) must sign (either manually or electronically, as we direct) the User Agreement attached as Exhibit H to this disclosure document. We may require you and any such manager(s) and employee(s) to acknowledge and agree to the terms of the User Agreement periodically during the term of the Franchise Agreement. You must pay us a monthly software access fee in the amount of $120 for Oasis IQ. We reserve the right to increase this fee by up to 10% every 12 months. If you fail to pay any fees to us when due, we have the right to restrict your access to Oasis IQ with no liability to us for the lost service. We will provide you with notice 24 hours prior to restricting your access to Oasis IQ. During our last fiscal year ended December 31, 2023, we received $101,220 in software access fees from our franchisees, which is 2.3% of our overall revenues of $4,354,020.

Insurance

You must maintain in force, at your sole expense, at a minimum, the following: (1) comprehensive general liability insurance covering public liability, general liability and personal injury with coverage limits of at least $1,000,000 per occurrence and $3,000,000 in the aggregate caused by, or incurred in connection with, the operation of, or conduct of your Business by you; (2) miscellaneous professional liability insurance with coverage limits of at least $1,000,000 per occurrence and $3,000,000 in the aggregate; (3) if you have at least one employee, (a) automobile liability insurance and property damage liability insurance including owned, non-owned and hired vehicle coverage with coverage limits of at least $1,000,000 in the aggregate; (b) worker's compensation insurance; and (c) employer's liability insurance; (4) network security/cyber insurance with limits of at least $250,000 if you have less than 10,000 records in OasisIQ, or any replacement technology platform we specify, and with limits of at least $1,000,000 if you have more than 10,000 records; and (5) any other insurance that may be required by statute or rule of the state in which your Business is located and operated. If you will be using a personally titled vehicle for the Business, you must include a "Business Use Endorsement" on the personal auto policy. We also recommend that you obtain an umbrella coverage policy with coverage limits of at least $1,000,000 in the aggregate.

The insurance coverage shall be maintained under one or more policies of insurance containing the amounts and types of coverage that we prescribe from time to time and must be underwritten by an insurance company rated "A" or higher by AM Best, or such other insurance rating company as we designate. All such insurance policies shall name us as an additional insured, contain a waiver by the insurance carrier of all subrogation rights against us, and provide that we receive 30 days prior written notice of any termination, expiration or cancellation of any such policy. The policies must be "occurrence" policies, and not "claims-made" policies. Prior to attending our Initial Training Program, you must file with us copies of all insurance policies and certificates of insurance showing evidence of all required insurance coverage. You must annually file with us copies of all insurance policies and certificates of insurance showing maintenance of all required insurance coverage. If you use one of our verified insurance agencies, a copy of the policy may not be needed. The agent that issues your insurance policies must maintain and provide evidence to us of an Errors & Omission ("E&O") policy for their agency of at least $1,000,000 per incident and $1,000,000 aggregate. If you elect not to use one of our verified insurance agencies, you must provide us with a copy of your agent's insurance proposal and E&O policy for our review and approval prior to purchasing the policy to avoid potentially having to modify your policy or purchase a new policy.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	4	7, 11 and 12
b.	Pre-opening purchases/leases	7.1, 11 & 15	6, 7 and 8
c.	Site development & other pre-opening requirements	3.1, 3.2, 4, 10 & 11	7 and 11
d.	Initial and ongoing training	5 & 10	5 and 7
e.	Opening	5 & 11.1	7 and 11
f.	Fees	5, 6, 7, 9, 10, 11, 12, 14, 18, 19, 20, 22 & 23	5, 6, 7 and 11
g.	Compliance with standards and policies/Operations Manual Suite	8, 10 & 11	8 and 11
h.	Trademarks and proprietary information	16 & 21	13 and 14
i.	Restrictions on Products/services offered	11	8 and 16
j.	Warranty and customer service requirements	11	11, 16
k.	Territorial development	3	12
l.	Ongoing product/ services purchases	7, 8, 9 & 11	8
m.	Maintenance, appearance and remodeling requirements	4 & 11	11
n.	Insurance	15	7 and 8
o.	Advertising	7, 8, 11 & 17	6, 8 and 11
p.	Indemnification	22.6	6
q.	Franchisee's participation/ management/staffing	10 & 11	11 and 15
r.	Records/reports	11, 13 & 14	6 and 8
s.	Inspections/audits	13 & 14	6
t.	Transfer	18 & 19	17
u.	Renewal	2.3	17
v.	Post-termination obligations	17.5 & 21	17
w.	Non-competition covenants	21	17
x.	Dispute resolution	22 & 23	17
y.	Personal Guaranty	Exhibit A	15

ITEM 10
FINANCING

If you are a new franchisee and you and your owner(s) do not currently operate any Oasis Senior Advisors businesses and if your owner(s) meet the credit standards set by our affiliate, Elderlife Financial Lending LLC ("Elderlife"), then Elderlife may agree to provide a loan to your owner(s) to finance all or a portion of your Initial Franchise Fee and BASF over a 36 to 60 month period at an interest rate of 12% to 13.5% using the standard form promissory note and addendum attached as Exhibit M-1 (the "Note"). The Note may only be signed by your individual owner(s) and may not be signed by you if you are an entity.

The Note can be pre-paid at any time during the term of the Note. If the borrower fails to make a payment within 10 days of the due date, Elderlife will charge a late charge in the amount of $10 and you will be in default of the Note. There also will be a default of the Note if you commit a default of the

Franchise Agreement or if the borrower: breaches the Note or any other loan agreement with Elderlife, makes false statements to Elderlife, dies or become insolvent, has a receiver appointed for any property, makes an assignment for the benefit of creditors, has any bankruptcy or insolvency proceeding commenced, has a creditor or governmental agency take any property in which Elderlife has a lien or if any of these events occurs with respect to any guarantor, endorser, surety or accommodation party. Upon default, Elderlife may declare the entire unpaid principal balance and accrued unpaid interest immediately due and obtain attorneys' fees and expenses of collection. You must notify Elderlife of any event listed in Exhibit A to the Note within three business days and pay all amounts owed under the Note in one payment of all outstanding principal plus all accrued unpaid interest within 10 days of such event. If the event does not occur, the Note may be paid in monthly installments until all amounts owed under the Note are paid in full. Any default of the Note will be a default of the Franchise Agreement. The Note does not require to you waive notice, confess judgment, or waive a defense against us or a lender. We do not receive any direct or indirect payments from Elderlife for this financing program. The loan terms are summarized below:

Amount Financed	**$40,000 - $50,000**	**$50,001 - $65,000**	**$65,001 - $80,000**	**$80,001 - $100,000**
Down Payment	20%	20%	20%	20%
Term (Months)	36	48	48	60
Interest Rate (annual basis)	12% - 13.5%	12% - 13.5%	12% - 13.5%	12% - 13.5%
Prepaid Origination and Support Fee	0.5% - 2%	0.5% - 2%	0.5% - 2%	0.5% - 2%
Prepayment Penalty	None	None	None	None

If the borrower owns a home, then the borrower must sign the Memorandum to Pay Lender attached as Exhibit M-2 ("Memorandum"), whereby the borrower must provide notice to Elderlife of any intent to sell, transfer, convey or refinance the property and will be obligated to pay Elderlife all proceeds from the sale or refinance of the property sufficient to satisfy all obligations under the Note. Elderlife may file the Memorandum, the Note, and/or a UCC1 and 1Ad financing statement in the county clerk's office for the property to put interested parties on notice of Elderlife's rights under the Note with respect to its interest in the proceeds from any sale, refinancing or conveyance of the property.

Except as disclosed in this Item 10, we do not offer any direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, Oasis Senior Advisors Franchise Systems, LLC is not required to provide you with any assistance.

Pre-Opening Obligations. Before you open your Business we will:

(1) Designate your Territory (Section 3 of Franchise Agreement).

(2) Provide you with insight on establishing your Business (in addition to the Initial Training Program, described in Item 11), including, among other things, telephonic operations representative support prior to training and a copy of the Pre-Work Manual (Section 5 of the Franchise Agreement).

(3) Train you in the operation of the Business (Section 10 of Franchise Agreement). Your Principal Owner must attend and satisfactorily complete (in our sole determination) the Initial Training Program, which is described below.

(4) Loan you a copy of the Manual Suite (Section 11.5 of Franchise Agreement). The Table of Contents of the Manual Suite as of the issuance date of this disclosure document is attached to this disclosure document as Exhibit F. The Manual Suite currently totals 636 pages. We reserve the right to modify the Manual Suite.

(5) Give you written specifications for the products and services for which we require specifications, including approved suppliers and advice with respect to the specifications (Section 12 of Franchise Agreement).

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

(1) Make available to you no more than once a year, a refresher-training program that you will be required to attend at our expense. This may be held virtually, at a specified location, or in conjunction with our Annual Convention. You must pay your travel and living expenses as well as the wages/compensation of the trainees (Section 10.3 of Franchise Agreement).

(2) Provide (a) modifications to the Manual Suite (Section 11.6 of Franchise Agreement); (b) reasonable operating assistance (Section 12.1 of Franchise Agreement); and (c) forms you use to report information we require (Section 12.3 of Franchise Agreement).

Advertising Programs

National Advertising Fund

Commencing on the first full month following the Opening Date, you must contribute to the National Advertising Fund the greater of $200 or 2% of the monthly Gross Revenue of the Business; subject to a monthly maximum contribution of $400 ("NAF Contribution"). We may increase the NAF Contribution or alter the minimum and maximum contribution if 50% or more of our franchised Oasis Senior Advisors businesses agree to the contribution change. Oasis Senior Advisors businesses operated by us and our affiliates will contribute to the National Advertising Fund on the same basis as franchised businesses. Details regarding the establishment, operation, and reporting of the National Advertising Fund are contained in the Manual Suite. We do not guarantee any specific amount of the National Advertising Fund will be spent in your Territory, and we are not obligated to expend any sums on advertising in your Territory. Our advertising programs may utilize television, radio, print and Internet materials. We will not make any expenditure from the National Advertising Fund primarily to help us sell franchises, but we may use NAF Contributions to develop, administer and maintain our website, and to attend national trade shows to promote our name and system.

We have the right to make disbursements from the National Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the National Advertising Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. We will typically advertise in a designated market area or on a national basis, whichever we deem more appropriate. The NAF Contributions are not held in a trust or escrow account. You have no property rights of any kind with respect to the NAF Contributions and we do not have any fiduciary obligations to you or other franchisees regarding the NAF Contributions. We will provide you with annual reports of the income and expenses incurred by the NAF upon your reasonable

request. In our last fiscal year ended December 31, 2023, we spent the NAF Contributions for the following categories of advertising: 39% online brand management; 12% on digital ad services and newsletters; 10% on media and public relations; 13% on administrative expenses including the salaries of our marketing team; 5% on research and development; 14% on television production; and 2% on sports and event marketing and 5% on tools and resources. If all of the NAF Contributions are not spent in the fiscal year in which they accrue, the remaining NAF Contributions are retained in the National Advertising Fund for use in the following years.

Local Marketing

On the seventh day of the first full month following the Opening Date, you will pay us $3,000 and on the seventh day of the second, third, fourth and fifth months following the Opening Date, you will pay us $1,000 for our Fast Track Program, which we will spend for Local Marketing.

You must spend, on average, $1,000 every month for Local Marketing. Fees paid for the Fast Track Program are considered part of your Local Marketing expenditures during your first year of business. On the 15th day of each month, starting with the first full month following the Opening Date, you must provide documentation to us regarding all Local Marketing expenditures made in the prior month in the reporting format that we specify. We reserve the right upon at least 30 days' notice, to increase your Local Marketing obligation, however we will not increase this obligation by more than 10% in any 12-month period. If you fail to make the required Local Marketing expenditures, we may collect the funds from you and spend them on your behalf for Local Marketing.

At the start of your third Operating Year, if you have met your Minimum Performance Standards (see Item 12) for the prior 12 consecutive months, you will not be required to make the Local Marketing expenditure during your third Operating Year or submit the associated reports. Thereafter, in January of any calendar year, if you have met your Minimum Performance Standards for the prior 12 consecutive months, you will not be required to make the Local Marketing expenditure during that calendar year or submit the associated reports. However, if you did not meet your Minimum Performance Standards for the prior 12 consecutive months, then you must make the Local Marketing expenditures and comply with the Local Marketing reporting requirements during that calendar year.

You may use your own advertising if it complies with our standards, and if we have approved of the advertising in advance. If you fail to obtain our prior approval for your own advertising, you will be in default under the Franchise Agreement. We will tell you within 15 days after you submit advertising to us whether or not we have approved the advertising. We will provide standards and specifications for format, use of marks, approval, procedures, and other matters relating to advertising in the Manual Suite. For example, currently, we expect that we will approve the following advertising and marketing media: Internet marketing including directory listings and social networking tools, senior expos, conferences and trade shows, in-services and presentations, radio, local and regional phone books, newsprint, senior specific magazines and newspapers, and door hangers. We may modify our list of approved media at any time by written notice to you. Absent our prior written approval, you may not establish or permit any other party to establish any Website relating in any manner whatsoever to the Business or referring to the Marks. In addition, you may not advertise, promote or reference the Business or refer to the Marks on any Website or any current or future form of electronic commerce, including all current and future forms of social media networks and platforms (e.g., Facebook, Twitter, LinkedIn, Instagram, etc.). Your NAF Contributions do not qualify as Local Marketing expenditures.

You are currently required to use SOCi, Inc.'s marketing platform for your Oasis Senior Advisors Business. This platform is used for online and social media management.

Local Marketing Cooperatives

We have the sole right to form, change, dissolve or merge Local Marketing Cooperatives and to determine which of our franchisees must join Local Marketing Cooperatives. You must participate in any Local Marketing Cooperative we designate. You will pay monthly contributions to the cooperative based on the method of computation and in amounts determined by majority vote of its members, which shall not exceed $1,000 per month. If we form a Local Marketing Cooperative, we have the right to legally incorporate such an entity. We also have the right to draft bylaws and other corporate documents for the Local Marketing Cooperative and we reserve the right to change, dissolve, or merge the Cooperative. The Franchise Agreement does not provide and we currently do not have a plan for determining: (1) how the area or membership of the cooperative is defined; (2) who is responsible for the administration of the cooperative; (3) whether cooperatives must prepare annual or periodic financial statements; or (4) whether the cooperative must operate from written governing documents. As of the date of this disclosure document, we have not formed any Local Marketing Cooperatives.

Site Selection

You may operate the Business from a home office. If you elect to use commercial office space, you may not locate your office outside the Territory. You may select the site for your office, but we must consent to the proposed location prior to your lease or acquisition of the site. When consenting to a proposed location for your commercial office, we will consider whether the proposed location is located within your Territory and the size of the proposed location. On average, office sites will have approximately 100 to 500 square feet. There are no time restrictions on the amount of time we have to consent to the proposed location. We do not provide you with any assistance in locating a site for your office. If a location for commercial office space cannot be agreed upon, you will need to operate the Business out of your home office.

Franchisee Advisory Council

We have an Advisory Council currently made up of four franchisees, who are elected by the franchisee body at large. The Advisory Council meets via video conference or in person each month to discuss our growth plans and discuss other matters of common interest. We will consider the Advisory Council's recommendations, but we have the sole right to accept or reject its recommendations. At least one member from our corporate office serves as a liaison to these meetings. We have the right to change, modify or dissolve the Advisory Council.

Computer and Software

Prior to the Initial Training Program, we will give you detailed specifications for the computer and software that you need to operate your Business. The minimum hardware and software requirements for opening a Business, as described more fully by us in the Manual Suite, include a portable computer running Windows 10 or later (or MacBook running macOS 11.7.10 Sierra or later that is Microsoft compatible), an (optional) tablet device when on-the-go (WiFi enabled with a cellular 4G or 5G data plan with 16 GB memory), O365 Office - we provide an email account with access to Outlook O365 Web Access, a printer/copier with a flatbed scanner and document feeder. It may cost approximately $1,500 to $2,000 to purchase the required hardware and software components. You must install and maintain virus protection and a personal firewall. You will be responsible for making upgrades, maintenance and repairs from time to time at your sole expense. Currently, we estimate that the annual cost of any optional or required maintenance updating, upgrading or support expenses will cost approximately $500. There are no contractual limitations on the cost and frequency of this obligation.

We will have access to and may use for our purposes, any of the information in Oasis IQ order to monitor your sales and clients. There are no limitations on our right to access your computer system, including Oasis IQ, and the information you are obligated to report in Oasis IQ.

Attendance at Annual Convention

Your Principal Owner must attend our Annual Convention. The meetings are generally held within the continental United States, and the meetings usually last two and one-half days. You are responsible for the costs of travel and accommodations. If your Principal Owner does not attend the Annual Convention, you must pay us a fee of $1,500. If your Principal Owner does not attend the Annual Convention for two years in a row, you will be in default under your Franchise Agreement and we may terminate your Franchise Agreement.

Initial Training Program; Time of Opening

You may not operate the Business or use the Marks until the Opening Date, which is the first business day following your Principal Owner's successful completion of the first week of the Initial Training Program. We conduct the Initial Training Program periodically throughout the year. Your Principal Owner must attend the Initial Training Program in person, and complete training to our satisfaction no later than 120 days after the effective date of the Franchise Agreement. The typical length of time between signing the Franchise Agreement and the Opening Date is 60 days. The Initial Training Program usually lasts five business days. You must purchase a portable computer prior to attending the Initial Training Program as described above in this Item 11.

TRAINING PROGRAM
OASIS SENIOR ADVISORS

The Initial Training Program consists of the following:

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Day 1			Meeting space in Bonita Springs, FL
Opening Introductions	0.5	0	
Learning the Oasis Model	1.0	0	
Technology and Device Set Up	0.5	0	
Learning the Industry	1.0	0	
Introduction to Oasis IQ	1.0	0	
Understanding Community Types	2.0	0	
Review of Senior Living Agreement	1.0	0	
Day 2			Meeting space in Bonita Springs, FL
Communities – Building the Foundation of Your Business	3.5	0	
Oasis IQ	3.0	0	
Introduction to Lead Sources	2.0		
Role Playing	1.5	0	
Referral Development Guide	1.0	0	

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Day 3			Community locations in the Bonita Springs/Fort Myers area
Field Day – Visiting Communities	0	7.0	
Role Playing	1.5	0	
Day 4			Meeting space in Bonita Springs, FL
Lead Sources & Referral Partners	2.5	0	
Networking Basics	1.0	0	
Fee Schedules & Royalty Statements	0.5	0	
Marketing & Advertising	3.5	0	
Day 5			Meeting space in Bonita Springs, FL
Information Security & HIPAA Compliance	1.0	0	
Client/Family Consultation Introduction	1.0	0	
30/60/90 Day & 90+ Checklists	1.0	0	
Graduation	0.5	0	
Weekly Training Sessions	8.5	16.5	Virtual – Video Conference Platform
Total	**39**	**23.5**	

* We may select an alternate training location depending on attendee and trainer locations.

We do not charge you separately for your Principal Owner to attend the Initial Training Program; however if you send an employee or manager to the Initial Training Program, you must pay a training fee in the amount of $150. You must pay the travel and living expenses for your Principal Owner, manager or employees to attend such training.

Our Initial Training Program is offered periodically throughout the year as needed. Classroom training is usually conducted in Bonita Springs, Florida. We may from time to time offer the Initial Training Program at an alternative location or virtually when circumstances preclude us from holding the Initial Training Program in person.

Following the classroom training, there is a period of 8 to 11 weeks during which you will have weekly video conference training sessions of up to one and a half hours each that are mandatory to complete the Initial Training Program. All franchisees are required to attend and, in our sole determination, satisfactorily complete the Initial Training Program.

Our training programs are supervised by Jan Maze, our Operations Representative, who has more than six years of experience in training our franchisees. Additional trainers include Ray Shafer, our Operations Representative, who has 10 years of training experience with other businesses, Jennifer Conder, our Operations Representative who has six years of experience in training our franchisees and 16 years of experience in training with other businesses, and CC Childree, our Vice President of Operations and Support who has four years of experience in training our franchisees and 15 years in training with other

businesses. We also bring in other members of our team, in person or remotely, to assist us in training. Instructional materials will include the Manual Suite and Oasis IQ.

Your Principal Owner will be required to become a CSA no later than 90 days following the Opening Date. The CSA designation is offered by the Society of Certified Senior Advisors ("SCSA") and signifies that designees have acquired a broad-based knowledge of the health, social and financial issues that are important to the majority of seniors and the dynamics of how these factors work together in seniors' lives. Your Principal Owner will need to take an online or in-person training program and then pass an examination to achieve the CSA designation. As a prerequisite to attending the Initial Training Program, your Principal Owner must be registered with the SCSA and have an exam date scheduled within 60 days of the Opening Date. We encourage you to fully complete the course and exam prior to attending the Initial Training Program.

You agree to pay all associated CSA training costs, including registration fees, travel and living expenses which your Principal Owner and your employees incur. Your Principal Owner must maintain the CSA designation during the term of this Agreement. Prior to commencing operations of your Business and annually thereafter, you must file with us a copy of your Principal Owner's CSA certificate from the SCSA and that of any manager that you appoint to supervise the operations of your Business..

Ongoing Training

Your Principal Owner and your employees are strongly encouraged to attend ongoing training or coaching that we may offer from time to time. Ongoing training may be in the form of regional training programs, study groups, franchisee meetings, conventions and electronic means. We will make available to you no more than once a year, a refresher training program. This may be held at our headquarters, virtually, or in conjunction with our Annual Convention. You must pay your travel and living expenses, as well as wages/compensation accruing during all ongoing support and training.

ITEM 12
TERRITORY

As further described below, you will receive an exclusive Territory that will be identified by zip codes or as otherwise defined in Attachment I to your Franchise Agreement. If you are in compliance with the Franchise Agreement, including the Minimum Performance Standards described below, and all other material agreements with us, we will not locate within your Territory another franchisee-, franchisor- or affiliate-owned Business which offers Senior Placement Services using the Marks. You may not locate your office (other than a home office) outside your Territory. You do not have the right to relocate your office (other than a home office) without our prior written authorization.

Designation of a Territory

The primary criterion we use to define your Territory is population. Your Territory will contain approximately 400,000 to 800,000 people at the time you sign the Franchise Agreement. We reserve the right to allow for a smaller or larger population base in your Territory, although we do not expect to offer any Territory that exceeds 800,000 people. We will make a good faith determination of the size and dimensions of your Territory. We determine the population of your Territory when you sign the Franchise Agreement, with reference to information provided by third-party data compilation and demographic service providers. While your Territory is determined with reference to population at the time you sign the Franchise Agreement, the population of a Territory may fluctuate over time. Before signing your Franchise Agreement, we and you will agree to your specific Territory. We make no representation regarding the

viability of your Territory, and it is incumbent upon you to independently review the demographics of your Territory.

We and our affiliates have the right to: (1) operate businesses providing Senior Placement Services under the Marks or grant franchises for the operation of similar businesses (whether using the Marks or otherwise) anywhere outside your Territory regardless of the proximity to the boundaries of your Territory; (2) own and operate (for ourselves or through affiliates), or franchise others to own and operate, businesses within your Territory that offer and sell services similar to or competitive with those offered by you under names, service marks or trademarks ("marks") other than the Marks, including through physical "brick and mortar" locations, alternative channels of distribution, or the leasing of similar products or services under a different mark; (3) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products or merchandise under the Marks from any location or to any purchaser located within or outside your Territory (including, but not limited to sales made at retail locations, mail order and the Internet and other current and future forms of electronic communication); (4) acquire or be acquired by a competing business that operates and/or franchises businesses similar to Oasis Senior Advisors businesses and operate businesses under other systems or marks that may provide Senior Placement Services, which may be located within or outside your Territory despite their proximity to your Territory. We are not required to pay you if we exercise any of our rights specified above within your Territory.

You may not actively solicit Clients, Communities or Lead Sources that are located outside your Territory, however, if you are in full compliance with your Franchise Agreement and you receive a word-of-mouth referral (or similar form of inactive solicitation) for a potential Client who either resides outside your Territory or who desires to move into a Community located outside your Territory, you may provide Senior Placement Services to that Client so long as the Client does not reside in and the Community is not located within the territory assigned to another Oasis Senior Advisors Business. If the Client resides in or the Community is located within the territory assigned to another Oasis Senior Advisors Business, then you will be required to comply with our then-current fee sharing arrangements as set forth in the Manual Suite. If you fail to remit the appropriate fee sharing payment to the applicable Oasis Senior Advisors Business within thirty (30) days after you receive payment from the Community, then as a penalty, you will be required to pay the full amount of the payment that you received from the Community to this Oasis Senior Advisors Business. Similar restrictions, rights and obligations apply to other franchised Oasis Senior Advisors Businesses who may be dealing with Clients who reside in or Communities located within your Territory.

You do not receive the right to acquire additional franchises or territories unless you sign another franchise agreement with us and pay the Initial Franchise Fee. You do not have the right to use alternate channels of distribution to make sales outside your Territory such as the Internet, catalog sales, telemarketing, or other direct marketing.

Minimum Performance Standards

Your rights to the Territory are dependent upon your compliance with the terms of the Franchise Agreement and our standards as set forth in the Manual Suite. In addition, you must achieve and maintain satisfaction surveys and business analyses that we establish. Your Business also must meet the following Minimum Performance Standards each year or we may place you in default of the Franchise Agreement:

Minimum Performance Standards for Oasis Senior Advisors Business

Year of Operation*	Average Number of Placements Each Month by the End of Each Operating Year*
Completion of Operating Year 1	1
Completion of Operating Year 2	2
Completion of Operating Year 3	3
Completion of Operating Year 4 and thereafter	5

* A "Placement" means a Client who has elected to move into a Community with which you have a Community Referral Agreement. For the purposes of the Minimum Performance Standards, the first year of operation will begin in the first full month that follows the expiration of the 90-day period after the Opening Date and continue for 12 months each year (each an "Operating Year"). We will review your performance at the end of each Operating Year.

If there is a transfer, the starting level of Minimum Performance Standard under the new franchise agreement (if applicable) will be based on the Placements of the transferor for the year preceding the date of the transfer. For example, if the transferor has an average of four Placements per month during the year preceding the date of the transfer, then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standard for Operating Year 3 with an average of five Placements per month by the end of the year.

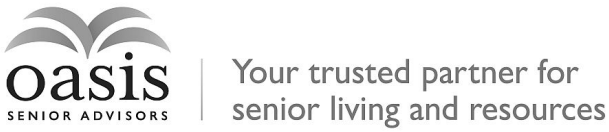
If you fail to satisfy the Minimum Performance Standards, and fail to cure any deficiencies (if we grant you an opportunity to cure such a default) at the end of any Operating Year, we may take any one or more of the following actions: (1) reduce the size of your Territory, with a corresponding reduction in the Minimum Performance Standard; and/or (2) permit other Oasis Senior Advisors business franchisees, or us or our affiliates, to provide Senior Placement Services to Clients located within your Territory; and/or (3) establish, or license or franchise others to establish, an Oasis Senior Advisors business in your Territory; and/or (4) terminate your Franchise Agreement.

Affiliates Operating Under Different Marks

Our affiliates, through Silver Parent and Silver Buyer, include: Care Changes, Inc. with a principal office located at 984 Faith Avenue SE, Atlanta, Georgia 30316; EaZy-Apps LLC, dba AidandAttendance.com, with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001; Elderlife Financial Lending LLC, Elderlife Financial Services LLC and ELF Loan Holdings LLC with principal offices located at 100 Bluegrass Commons Boulevard Building 1, Suite 120, Hendersonville, Tennessee 37075; Elderlife Real Estate Holdings, Inc. with a principal office located at 5496 Conestoga Lane, Riverside, California 92504, (888) 228-4500; and Family Assets Group LLC with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001. As further described in Item 1, these affiliates serve the eldercare market by offering senior assistance services that encompass information, lead qualification and financial services. The affiliates operate using the following marks: Aid+Attendance; CareChanges; Elderlife; FamilyAssets; Financial Concierge; and SilverAssist. The affiliates are not franchised, have not offered franchises, and have no plans to offer franchises. The affiliates, which are subsidiaries of Silver Parent and Silver Buyer, may offer services to Clients, Communities and Lead Sources within your Territory. If there is a conflict between you and/or our affiliates' business activities, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible for resolving any such conflicts.

ITEM 13
TRADEMARKS

We grant you a non-exclusive license to use the Marks solely for the operation of your Business during the term of the Franchise Agreement and within the Territory only. We have registered the following Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Date	Registration Nos.
OASIS SENIOR ADVISORS	July 22, 2014	4571323 4571322
	July 22, 2014	4571324 4571325
	November 22, 2022	6907176
BECAUSE THE RIGHT PLACE MEANS EVERYTHING	December 19, 2017	5359750
	November 22, 2022	6905017

We intend to file all required affidavits and renewals for the Marks listed above.

There are no agreements that limit our right to license the Marks to you under the Franchise Agreement.

You must follow our rules when you use the Marks. You cannot use a Mark as a part of a corporate name or in connection with an unauthorized product or service. You must consult with us and use only our approved signs at your office.

You must immediately notify us in writing of any apparent infringement or challenge to your use of the Marks and of any claim by any person of any rights in the Marks or in any similar name. In all events, we have the right to take such action as we deem appropriate at our expense, including the exclusive control of any litigation or any trademark office or other necessary proceeding arising out of any such infringement, challenge or claim relating to any of the names and Marks, including but not limited to the right to compromise, settle or otherwise resolve the claim, and determine whether to appeal a final determination of claim. We will defend you against any third-party claim that your use of the Marks infringes the rights of the third party. We will bear the cost of defense (including the cost of any judgment or settlement) if you have used the Marks in accordance with the terms of this Agreement, but otherwise you must bear the cost of the defense (including the cost of any judgment or settlement).

From time to time, we may elect to discontinue the use of certain names and Marks and to commence the use of new names and Marks. In addition, we may change the principal name of the Oasis Senior Advisors Businesses. You shall pay all expenses incurred in connection with discontinuing the use of existing names and Marks on or within your Business, and all expenses incurred by you in commencing the use of new names and Marks.

We are not aware of any uses that would materially affect your use of the Marks; nor are there any presently effective material adverse determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or of any court or State Trademark Administrator, or any pending infringement, opposition or cancellation proceedings, or pending material litigation involving the principal Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no registered patents or pending patent applications that are material to the franchise. Although we have not registered any copyrights, we claim common law copyright ownership and protection for our Oasis Senior Advisors Franchise Agreement, the Manual Suite, training materials we lend you, and for various sales promotional and other materials published from time to time.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. You may not contest our interests in patents or copyrights.

The contents of the Manual Suite and other confidential information are our trade secrets. You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Manual Suite. Upon termination of the Franchise Agreement, you must return to us all proprietary information, including but not limited to the Manual Suite and all other copyrighted material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take action, and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the Manual Suite at your cost.

All data that you collect from Communities, Lead Sources, Clients and potential Clients in connection with your Business ("Client Data") is and will be owned exclusively by us, and we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you. We have the right to access all Client Data, in whatever form existing, and wherever stored. You must provide the Client Data to us at any time that we request. In the Franchise Agreement, we will license use of the Client Data to you, at no additional cost, solely during the Initial Term of the Franchise Agreement, but only in connection with operating your Business and only in accordance with the policies that we establish from time to time. You must install and maintain the security measures and

devices necessary to protect Client Data from unauthorized access or disclosure, including the minimum measures in the Franchise Agreement. You may not sell, transfer, or use Client Data for any purpose other than operating and marketing your Business. However, if you transfer the Business, as part of the transfer, you must also transfer use of the Client Data to the buyer as part of the total purchase price paid for the Business. At the expiration or termination of the Franchise Agreement for any reason, you will promptly turn over to us the Client Data without retaining any Client Data in any media and you will make no further use of that Client Data (or any related information) for any purpose. Since your business relationship with all such Communities and clients is attributable solely to the Marks and the goodwill associated with the Marks, all such business relationships with all clients will revert to us and become our sole and exclusive property upon termination or expiration of the Franchise Agreement.

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

In the first two years of operating your Business, your Principal Owner must work full time in the operation and management of your Business and may not actively engage in work for any other business. After your Principal Owner has operated the Business for at least two years, you may designate a full time manager to supervise the operation of the Business. Any manager you hire must be approved by us, must have a CSA designation and have successfully completed the Initial Training Program, as determined by us, before being permitted to assume managerial duties of your Business. The manager need not have an equity interest in your business entity or the Business.

Following the first two years of operating your Business, your Principal Owner may engage in work for or own ancillary businesses provided that (a) such businesses do not provide Senior Placement Services; (b) the employees of the Business do not work for such businesses; (c) such businesses are not operated under the same legal entity that is the franchisee of the Business; (d) separate bank accounts, employees, books and records are maintained for such businesses; (e) no proprietary information or data of the Business is used by or shared with such other businesses; and (f) such businesses do not utilize the Marks or the System in any way.

You and each of your owners must sign a personal guaranty guaranteeing the franchisee's obligations under the Franchise Agreement. The personal guaranty obligates each of the franchisee's owners to pay, on demand, all indebtedness owed by the franchisee to us and to otherwise perform all obligations of the franchisee under the Franchise Agreement. The guaranty is attached as Exhibit A to the Franchise Agreement (Exhibit C to this disclosure document).

In addition, your managers, owners (if you are a corporation or other legal entity), key employees and the spouses and immediate family members of all these individuals, must sign a Confidentiality and Noncompetition Agreement attached as Attachment IV to the Franchise Agreement to maintain the confidentiality of the trade secrets and to conform with the covenants not to compete.

You, your managers and certain key employees must acknowledge and abide by the User Agreement (attached as Exhibit H to this disclosure document) before you and any such manager(s) and employee(s) first use or access Oasis IQ. We may require you and any such manager(s) and employee(s) to acknowledge and agree to the User Agreement (as we may revise in our sole business judgment) periodically during the term of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those services and products which we approve, and you must offer all services and products which we require. There are no limits on our right to make modifications to the approved products and services from time to time as we identify in the Manual Suite, or otherwise in writing. Any failure to comply with these changes may result in termination of the Franchise Agreement.

You may not actively solicit Clients that are located outside of your Territory.

You may use only marketing and promotional materials that we have approved.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.2	Term is 10 years.
b. Renewal or extension of the term	2.3	If you meet certain requirements, you can enter into a new Franchise Agreement for one 10-year renewal term.
c. Requirements for franchisee to renew or extend	2.3	Give notice at least 180 days but no more than 270 days before the Franchise Agreement expires, be in good standing under the Franchise Agreement and other agreements with us and our affiliates; comply with our then-current training requirements; sign a general release; sign our then-current form of agreement(s) (including our then-current form of Franchise Agreement, which may contain terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights).
d. Termination by franchisee	Not applicable	Subject to state law, you may not terminate the Franchise Agreement.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	17.1 & 17.2	We can terminate the Franchise Agreement for the reasons set forth in g. and h. below.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	17.2	You have 30 days to cure most defaults not listed in h. below. Defaults include failure to have Community Referral Agreements in place with at least 30% of the Communities (that have at least 20 beds) in your Territory within 90 days after the Opening Date; failure to obtain a CSA designation within 90 days following the Opening Date or maintain the designation thereafter; and failure to contact Clients within 48 hours after receipt of inquiry. You have 24 hours to cure misuse of the Marks, 3 days to cure nonpayment of fees and 7 days to cure your failure to satisfactorily resolve client complaints
h. "Cause" defined – non-curable defaults	17.2	Non-curable defaults include: insolvency; bankruptcy; appointment of a receiver; creditor proceeding; final judgment unsatisfied for 30 days; dissolution of your business entity; execution levied against Business or its assets; real or personal property sold after levy; failure to complete training within 120 days after the effective date of the Franchise Agreement; unauthorized transfer; discontinuation of the Business without our consent for more than four weeks; insufficient funds to pay fees on three or more occasions in a 12-month period; material misrepresentation; felony conviction; failure to maintain insurance; failure on 3 or more occasions in any 12-month period to comply with the Franchise Agreement; failure to cure defaults under other agreements with us; abandonment of the franchise relationship; violation of health, safety, sanitation or regulatory law; submission of false reports; failure to pay creditors, employees or suppliers; business permit suspended or revoked; failure to attend Annual Convention for two consecutive years; failure to pay taxes; and failure to conduct background checks.
i. Franchisee's obligations on termination/ non-renewal	17.3 & OT Addendum - 8	Obligations include payment of all amounts due (we have the right to collect all revenues owed to you under your Community Referral Agreements and remit the balance owed to you after retaining all amounts owed to us), return of the Manual Suite and our other property, turn over Client Data; cancel assumed name registrations; return literature, signs, unused agreement forms, promotional materials and other materials bearing the Marks; comply with post-termination covenants not to compete;

Provision	Section in Franchise Agreement	Summary
		cease communications with Clients; surrender to us your telephone number, maintain confidentiality, and cease use of Marks (also see r., below).
j. Assignment of contract by franchisor	18.1	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	18.2 & 19	Includes transfer of Agreement or assets or ownership change.
l. Franchisor approval of transfer by franchisee	18.2 & 19	We have the right to approve all transfers but will not unreasonably withhold approval provided stated conditions are satisfied.
m. Conditions for franchisor approval of transfer	19	Conditions include: new franchisee qualifies, sign termination and release agreement; cure defaults; pay all fees owed and transfer fee by electronic funds transfer at the closing; purchase agreement approved, training completed including required on-site training, sign release, Agreement signed by new franchisee (also see r., below).
n. Franchisor's right of first refusal to acquire franchisee's business	19.3	We can match any bona fide written offer for your Business or your ownership units if you are a company, partnership or other entity.
o. Franchisor's option to purchase franchisee's business	17.6	We have the right to assume your Business operations on expiration or termination of the Franchise Agreement.
p. Death or disability of franchisee	20	You or your estate must transfer the Business to an approved buyer within 30 days. The buyer must begin Initial Training within three months after the transfer.
q. Noncompetition covenants during the term of the franchise	21.2 & OT Addendum - 12	No direct or indirect involvement in any competing business anywhere in the United States, subject to state law.
r. Noncompetition covenants after the franchise is terminated or expires	21.3 & OT Addendum - 12	No competing business for 24 months within your Territory plus the area formed by extending the boundaries of the Territory within 50 miles in all directions or within the Territory of any other Oasis Seniors Advisors business plus the area formed by extending the boundaries of the Territory within 10 miles in all directions. Competing businesses includes businesses offering Senior Placement Services, subject to state law.
s. Modification of the agreement	23.11	No modifications without consent of all parties, but Manual Suite is subject to change.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	23.11	Subject to state law, only the terms of the Franchise Agreement (including all related exhibits and agreements) and system standards in the Manual Suite are binding. Any representations or promises outside of this disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	22.1 & 22.2	After mediation, all disputes (except certain claims) to be arbitrated in our home city (currently, Hendersonville, Tennessee), subject to state law.
v. Choice of forum	22	Subject to applicable state law, all disputes will be arbitrated or litigated in Tennessee.
w. Choice of law	23	Subject to applicable state law, Tennessee law applies.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figures to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides that 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.

2023 Consolidated Gross Revenues of Multi-Territory Franchisees

The table below displays the consolidated Gross Revenues of 22 franchisees that operated multiple franchised Oasis Senior Advisors businesses in multiple territories ("Multi-Territory Franchisees") during the entire period from January 1, 2023 to December 31, 2023 (the "2023 Reporting Period"). Of the 22 Multi-Territory Franchisees, (1) 14 operated two Oasis Senior Advisors businesses in two territories; (2) one operated two Oasis Senior Advisors businesses for seven months; (3) one operated two Oasis Senior Advisors businesses for two months; (4) one operated two Oasis Senior Advisors businesses for one month; (5) three operated three Oasis Senior Advisors businesses in three territories; (5) one operated three Oasis Senior Advisors businesses in three territories for seven months; (6) one operated four Oasis Senior Advisors businesses in four territories for two months. 20 of the Multi-Territory Franchisees reported their Gross Revenues to us on a consolidated basis. The data in the table below reflects the consolidated multi-territory Gross Revenues of each Multi-Territory Franchisee. We did not exclude any Multi-Territory Franchisees from this table.

No. of Multi-Territory Franchisees	22
Range of Consolidated Gross Revenues[1] of Multi-Territory Franchisees	$60,577 - $3,293,030
Median Consolidated Gross Revenues of Multi-Territory Franchisees	$375,643
Average Consolidated Gross Revenues of Multi-Territory Franchisees	$610,515
No. and Percentage of Multi-Territory Franchisees at or above Average Consolidated Gross Revenues of Multi-Territory Franchisees	7 / 32%

2023 Gross Revenues of Franchised Oasis Senior Advisors Businesses

The table below displays the Gross Revenues of 93 franchised Oasis Senior Advisors businesses that operated during the entire 2023 Reporting Period, plus five businesses were not in operation during the entire 2023 Reporting Period (but could not be excluded as revenue is reported on a consolidated basis as part of a Multi-Territory Franchise). Of the 98 businesses, 46 were operated by 20 Multi-Territory Franchisees that reported their Gross Revenues to us on a consolidated basis. The data in the table below for these 20 Multi-Territory Franchisees was calculated by taking their total Gross Revenues and dividing this figure by the number of businesses operated (at the end of the year) by each franchisee. This financial performance representation does not include financial performance data related to 9 franchised Oasis Senior Advisors businesses that did not operate during the entire 2023 Reporting Period, including six franchised Oasis Senior Advisors businesses that ceased to operate during this period and it excludes the performance of one franchised Oasis Senior Advisors business where our affiliate took over management of the business during 2023 and the business was subsequently sold to our affiliate in 2024.

	Quartile 1[2]	**Quartile 2**	**Quartile 3**	**Quartile 4**
No. of Franchised Businesses	24	24	25	25
Range of Gross Revenues[1]	$264,305 - $1,097,677	$149,054 - $255,623	$102,131 - $148,990	$6,900 - $99,892
Median Gross Revenues	$417,123	$186,398	$122,589	$44,494
Average Gross Revenues	$498,068	$186,995	$120,834	$52,851
No. and Percentage of Franchised Businesses in each Quartile at or above Average Gross Revenues	10 / 42%	12 / 50%	13 / 52%	11/ 44%

2023 Average Referral Fees of Franchised Oasis Senior Advisors Businesses

Oasis Senior Advisors business receive referral fees when their clients are placed within Communities. The table below displays the average referral fees for a client's first month at a Community of 107 franchised Oasis Senior Advisors businesses that were in operation during any portion of the 2023 Reporting Period. Oasis Senior Advisors businesses may not collect a fee for a client who is on federal/state funding (Medicaid), those placement fees are $0. Non-billable placements are included in the average and median calculations below.

Average Referral Fees	$3,716.94
Range of Referral Fees	$0 - $11,485.00
Median Referral Fees	$3,732.14

Item 19 Notes:

[1] "Gross Revenues" are all revenues from the sale of all services and products (whether such services or products are permitted or not) and all other income of every kind and nature (including, but not limited to, cash, check, wire transfer, credit and debit card, barter exchange, trade credit, or other credit transactions) related to, derived from, or originating from an Oasis Senior Advisors business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Revenues shall not include any refunds provided in the ordinary course of business or any sales, use, service or other taxes collected and actually transmitted to the appropriate taxing authorities.

[2] A quartile is determined by dividing the performance of the Franchised Businesses into four equal groups based on their Gross Revenues.

The Oasis Senior Advisors businesses reflected in this financial performance representation offer services for sale that are substantially similar to the services that you will offer for sale in your Business. This financial performance representation is based upon sales data collected from the franchised Oasis Senior Advisors businesses. The data has not been audited. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

We have not included the costs of sales, operating costs or other costs and expenses for the Oasis Senior Advisors businesses. Therefore, this financial performance representation does not reflect the costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Revenues figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating a franchised Oasis Senior Advisors business. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

Some Oasis Senior Advisors businesses have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, Oasis Senior Advisors Franchise Systems, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, John Benbrook, at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075 and 886-677-6423, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2021	86	105	+19
	2022	105	113	+8
	2023	113	108	-5
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	20	+19
Total Outlets	2021	87	106	+19
	2022	106	114	+8
	2023	114	128	+14

*As of December 31 of each year.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2021 to 2023*

State	Year	Number of Transfers
AZ	2021	0
	2022	1
	2023	0
CO	2021	0
	2022	3
	2023	0
FL	2021	0
	2022	0
	2023	1
ME	2021	0
	2022	1
	2023	0
MI	2021	0
	2022	1
	2023	0
NE	2021	1
	2022	0
	2023	0
SC	2021	0
	2022	0
	2023	1

State	Year	Number of Transfers
OH	2021	1
	2022	0
	2023	0
WA	2021	0
	2022	0
	2023	1
Total	2021	3
	2022	7
	2023	3

* As of December 31 of each year. States not listed had no transfer activity to report.

Table No. 3
Status of Franchised Units
For Years 2021 to 2023*

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
AL	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
AZ	2021	1	2	0	0	0	0	3
	2022	3	1	0	0	0	1	3
	2023	3	0	0	0	0	0	3
CA	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5
CO	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
CT	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
DE	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
FL	2021	11	2	0	0	0	1	12
	2022	12	1	0	0	0	0	13
	2023	13	0	0	0	0	0	13
GA	2021	0	1	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	1	0	0	0	0	4
ID	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	1	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
IL	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
IN	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
KY	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MD	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	3	0	0	0	1	7
MA	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5
ME	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
MI	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
MN	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MO	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
NE	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	1	0	1
NH	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
NJ	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
NC	2021	2	1	0	0	0	1	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
NY	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	0	0	7
	2023	7	0	0	0	2	1	4
OH	2021	7	1	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	3	0	0	3	0	9

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
OK	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
OR	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	3	0	0
PA	2021	6	2	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	0	0	0	0	1	8
SC	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
TN	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TX	2021	6	1	0	0	0	0	7
	2022	7	2	0	0	0	1	8
	2023	8	0	0	0	0	2	6
UT	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
VA	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	1	0	2
WA	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	2	0	0
WI	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	5
TOTAL	2021	86	24	0	0	0	5	105
	2022	105	13	0	0	0	5	113
	2023	113	15	0	0	14	6	108

* As of December 31 of each year. States not listed had no activity to report. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table 4
Status of Company-Owned Outlets
For Years 2021 to 2023*

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
ID	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
MA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
ME	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
NE	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
NH	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
NY	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	2	0	0	2
NC	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
OH	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	4	0	1	3
OR	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	3	0	0	4
SC	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
VA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
WA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	2	0	0	2
WI	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TOTAL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	5	15	0	1	20

* As of December 31 of each year. States not listed had no activity to report. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected Company Owned Outlets in Next Fiscal Year
AZ	0	2	0
CA	0	4	0
CO	0	1	0
CT	0	1	0
FL	0	3	1
GA	0	2	0
IL	0	2	0
IN	0	1	0
LA	0	1	0
MN	0	2	0
NJ	0	1	0
NV	0	1	0
NY	0	2	0
OK	0	1	0
TX	0	2	0
UT	0	1	0
VA	0	1	0
TOTALS	0	28	1

The names, addresses, and telephone numbers of our current franchisees are listed in Exhibit I. Exhibit I also provides the name and last known address and telephone number of every one of our franchisees who has had an agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the one-year period ending December 31, 2023 or who has not communicated with us within ten weeks of the date of this disclosure

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

During our last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We do not have an independent franchisee organization that has asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit E includes our audited financial statements for December 31, 2021, December 31, 2022, and December 31, 2023.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following:

- Exhibit C – Franchise Agreement, including Territory Exhibit, Guaranty (to be signed by shareholders of a corporate franchisee, members of a limited liability company franchisee, or partners of a partnership franchisee), EFT Agreement, and Confidentiality and Noncompetition Agreement
- Exhibit D – State Specific Addenda to Franchise Agreement
- Exhibit G – Form of General Release Agreement
- Exhibit H – Oasis IQ User Agreement
- Exhibit J – HIPAA Business Associate Agreement
- Exhibit K – Franchisee Questionnaire
- Exhibit L – Resale Addendum to Franchise Agreement
- Exhibit M – Loan Documents

ITEM 23
RECEIPTS

The last two pages of this disclosure document are detachable documents acknowledging receipt of this disclosure document.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

ADDITIONAL STATE SPECIFIC FDD DISCLOSURES

California
Illinois
Michigan
Minnesota
New York
Rhode Island
Virginia
Washington

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

2. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE 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.

   OUR WEBSITE (www.oasisseniorадvisors.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.

3. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

   (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
   (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
   (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
   (d) Violations of any provision of this division.

4. The following statement is added to the end of Item 1:

   You must comply with California's Health and Safety Code Sections 1400-1409.3.

5. The following statement is added to the end of Item 3:

   Neither Oasis Senior Advisors Franchise Systems, LLC nor any person described 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. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

6. The following statements are added to the end of Item 17:

   The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive

compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws and forum of Tennessee. These provisions may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a Disclosure Document, approved by the Department of Corporations prior to a solicitation of a proposed material modification of an existing franchise.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning transfer, termination or non-renewal of the franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement contains liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in the county where we maintain our corporate headquarters at the time of the filing of the arbitration, or at such other place as may be mutually agreeable to the parties, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

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.

7. The following statements are added to the end of Item 22:

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

8. The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

1. **Item 5, Initial Franchise Fee**. The following section is added after the Section entitled "Initial Franchise Fee" in Item 5:

Fee Deferral

Based upon the review of our audited financial statements (attached as Exhibit E), by the State of Illinois Office of Attorney General, ("Office"), the Office requires that we defer the payment of the Initial Franchise Fee and the BASF until such time as we complete our initial obligations and you have opened the Franchised Business.

2. Item 17 is amended by the addition of the following:

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, and we will comply with that law in Illinois.

The other conditions under which your franchise can be terminated and your rights of nonrenewal may be affected by Illinois law, 815 Illinois Compiled Statutes 705/19 and 705/20.

Any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois may be unenforceable as to any cause of action which otherwise is enforceable in the courts of the State of Illinois.

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.

3. Item 22 is amended by the addition of the following:

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

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

1. The following statement is added to Item 5 and Item 7:

   Fee Deferral. Based upon the review of our audited financial statements (attached as Exhibit E), by the Minnesota Department of Commerce, ("Department"), the Department requires that we defer the payment of the Initial Franchise Fee and the BASF until you have opened your Franchised Business.

2. The State Cover Page and Item 17 are amended by the addition of the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. Item 13 is amended by the addition of the following:

   The Minnesota Department of Commerce requires that we indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that their use of our Marks infringes upon the trademark rights of the third party. We will not indemnify any franchisee against the consequences of their use of our Marks except in accordance with the requirements of the Franchise Agreement, and as the condition to an indemnification, the franchisee must provide notice to us of any such claim immediately and tender the defense of the claim to us. If we accept tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

4. Item 17 is amended by the addition of the following:

   With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

   Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

   Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes.

5. Item 22 is amended by the addition of the following:

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

of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. Item 3 is amended by the addition of the following:

   Neither we, nor our parent or any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

   Neither we, nor our parent or any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

   Neither we, nor our parent or any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; 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 license as a real estate broker or sales agent.

2. Item 4 is amended by the addition of the following:

   Neither we nor our parent nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17 is amended by the addition of the following:

   The franchisee may terminate the agreement upon any grounds available by law.

We will not assign our rights under the Franchise Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement that is inconsistent with that law.

You must sign a general release when you renew the Franchise Agreement and in connection with any transfer under the Franchise Agreement. These provisions may not be enforceable under New York law.

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

1. Item 17 is amended by the addition of the following:

   Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. The provisions of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to this Additional Disclosure.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. Item 5 is amended by the addition of the following:

   The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer the payment of the Initial Franchise Fee and Business Administration Set-Up Fee ("BASF") for each Oasis Senior Advisors Business until such time as we complete our pre-opening obligations with respect to that Oasis Senior Advisors Business under the franchise agreement. When you (a) have received all initial training that you are entitled to under the Franchise Agreement and (b) open for business, you must pay to us: (a) an Initial Franchise Fee in the amount set forth in your Franchise Agreement, and (b) a BASF of $10,000.

2. Item 17 is amended by the addition of the following:

   According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

3. Item 22 is amended by the addition of the following:

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

4. This Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Amendment.

ADDENDUM TO OASIS SENIOR ADVISORS
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

The Disclosure Document is amended by the addition of the following:

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

2. You have the right to terminate the Franchise Agreement upon any grounds permitted by law.

3. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

9. Use of Franchise Brokers. The franchisor uses he services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a

franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

10. Item 5 of the FDD is amended by the addition of the following:

    In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until you (a) have received all pre-opening and initial training obligations that you are entitled to under the franchise agreement or franchise disclosure document, and (b) open for business.

11. Item 22 is amended by the addition of the following:

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

The provisions of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

EXHIBIT C

FRANCHISE AGREEMENT

OASIS SENIOR ADVISORS
FRANCHISE AGREEMENT

Dated

_____

between

Oasis Senior Advisors Franchise Systems, LLC

and

_____

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OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is entered into by and between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," "our" or "Franchisor"), a Florida limited liability company, and _____ ("you," "your" or "Franchisee") a _____ [state] _____ [type of entity].

DEFINITIONS

Words and phrases used frequently in this Agreement will have the meaning indicated:

"Affiliate" means any entity that controls, is controlled by, or is under common control with another entity.

"Collateral Agreement" means any agreement between you and us, or between you and our Affiliates, or between you and a company from whom we require you to purchase goods or services, relating to or arising out of the franchise relationship created by this Agreement.

"Community Referral Agreement" means the agreement entered into by an OSA Business with a Community whereby the Community agrees to compensate the OSA Business for referring a Client who elects to move into the Community.

"Client" means a person to whom Senior Placement Services are provided by an OSA Business.

"Community" means an independent living community, assisted living community, memory care, nursing home or similar facility.

"CSA" means the Certified Senior Advisor designation appointed by the Society of Certified Senior Advisors.

"Effective Date" means the date entered in the space so designated on the signature page of this Agreement, which is the date that we counter-sign this Agreement.

"Electronic Identifier" means any URL, domain name, Website, meta-tag, download, application, posting, social networking profile, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account, texting identity, user generated content, or any other identification of Franchisee or the Franchised Business in any electronic medium.

"Franchise Agreement" or "Agreement" means this document, all its attachments, exhibits, amendments and written modifications whenever made.

"Franchised Business" means the franchised OSA Business that you operate pursuant to this Agreement using the System and the Marks.

"Franchisee" means the person or entity named in this Agreement who is granted the right to operate the Franchised Business.

"Gross Revenue" means all revenue from the sale of all services and products (whether such services or products are permitted or not) and all other income of every kind and nature (including, but not limited to, cash, check, wire transfer, credit and debit card, barter exchange, trade credit, or other credit transactions) related to, derived from, or originating from the Franchised Business, whether for cash or credit and

regardless of collection in the case of credit; provided, however, that Gross Revenue shall not include any refunds provided in the ordinary course of business, sales, use, service or other taxes you collect and actually transmit to the appropriate taxing authorities.

"**Immediate Family Member**" means spouses and domestic partners, children 18 years and over, parents, and siblings.

"Lead Sources" means senior placement referral businesses, home health care providers, pharmacies, doctors' offices, hospitals and other health care providers, financial planners, faith-based institutions, non-profits or foundations (e.g. foundations supporting Alzheimers or Parkinson's patients, and other non-related senior businesses), family law attorneys and other professionals dealing with senior citizens.

"Local Marketing Cooperative" means a group, consisting of representatives from two (2) or more OSA Businesses we select, plus our representatives, that determines how its members can best serve adjacent or common markets.

"Manual Suite" means our confidential and proprietary pre-work, software, training, and operations manual suite and materials that we loan to you containing the required and recommended policies and procedures related to the System and for the operation of an OSA Business. The term "Manual Suite" also includes all supplemental bulletins and revisions to the foregoing materials.

"Marks" means the words "OASIS SENIOR ADVISORS," any design or indicia incorporating these words, and any other trade names, trademarks, service marks, logos, emblems, words, symbols or other indicia of origin currently used, or developed in the future by us, for use in connection with the System.

"Minimum Performance Standards" means the minimum Placement levels that your Franchised Business must achieve on an annual basis in the amounts set forth in Section 3.4.

"**National Advertising Fund**" means the Oasis Senior Advisors national advertising fund.

"OSA Business" means a business offering Senior Placement Services operating under the System and using the Marks.

"Opening Date" means the first business day of the month following your Principal Owner's successful completion of the first week of the Initial Training Program or, if the Business is acquired through a transfer, the date of the closing of the transfer transaction.

"Placement" means a Client who has elected to move into a Community with which you have a Community Referral Agreement.

"Principal Owner" means an individual who has more than a 50% ownership interest in Franchisee.

"Residence" and "Reside" with respect to a Client means the physical address where the Client is living at the time that the Senior Placement Services are offered to the Client.

"Senior Placement Services" means senior living placement, referral and advisory services.

"System" means our unique and distinctive method of providing Senior Placement Services and operating and marketing OSA Businesses under the Marks.

"Territory" means the geographic area described in Attachment I to this Agreement.

"Website" means one or more related documents, designs, or other communications that can be accessed through electronic means (including, but not limited to, the Internet, the World Wide Web, Web home pages, social networking sites like Facebook, Twitter, LinkedIn, Google Wave, YouTube, blogs, vlogs, and other applications, and any online real estate equivalent).

1. INTRODUCTION

We have developed the System and grant to others the right to use the System in OSA Businesses. OSA Businesses operate under a uniform business format under the name OASIS SENIOR ADVISORS and feature the Marks as set forth in the Manual Suite. OSA Businesses are responsible for establishing relationships and entering into Community Referral Agreements with Communities that will compensate the OSA Businesses for referring Clients who elect to move into the Communities. The revenues of OSA Businesses are based on these Community Referral Agreements and their compensation arrangements.

You have applied to us for a franchise to operate a Franchised Business offering Senior Placement Services using our Marks and the System. We have approved your application in reliance upon the representations made in your application, including those about your financial resources and the manner in which you propose to own and operate the Franchised Business. The terms, conditions and promises contained in this Agreement are necessary to maintain our high standards of service to the public and to maintain the quality of those standards at all OSA Businesses using the Marks and the System.

2. GRANT AND TERM OF FRANCHISE

2.1. Grant. Subject to the terms and conditions of this Agreement, we grant you a franchise to operate the Franchised Business and a license to use the Marks and the System solely in the operation of the Franchised Business. You acknowledge and agree that neither this grant of rights, nor any other provision of this Agreement, become effective until the Effective Date.

2.2. Initial Term. The initial term of this Agreement ("Initial Term") and the franchise granted by this Agreement shall begin on the Effective Date and expire at midnight on the day preceding the tenth (10^{th}) anniversary of the Effective Date, unless this Agreement is terminated at an earlier date pursuant to Section 17. You have no right to cease operating the Franchised Business during the Initial Term.

2.3. Renewal Term. Upon expiration of the Initial Term of this Agreement, you shall have an option to renew your franchise for one (1) additional renewal term of ten (10) years ("Renewal Term"). If you would like to continue as a franchisee for the Renewal Term, you must comply with all of the following conditions prior to and at the end of the Initial Term:

(a) You must notify us in writing of your intent to renew at least one hundred and eighty (180) days but no more than two hundred and seventy (270) days before the expiration of this Agreement;

(b) For a period of twelve (12) months prior to your election to exercise this renewal option through the expiration of the Initial Term, you shall not have been in default of any provision of this Agreement or any Collateral Agreement; and, in our reasonable judgment, you shall have substantially complied with all the terms and conditions of this Agreement and any Collateral Agreement, as well as the operating standards prescribed by us during the Initial Term of this Agreement;

(c) You must comply with our then-current training and qualification requirements prior to commencing operations under the Renewal Term;

(d) You, all individuals who executed this Agreement and all guarantors of your obligations under this Agreement shall execute a general release, in a form prescribed by us, of any and all claims against us and our Affiliates, and their respective officers, directors, agents, and employees; and

(e) You must sign: (1) our then-current form of franchise agreement; and (2) all other agreements that we customarily use for the granting of franchises at the time of your renewal. Our then-current form of franchise agreement may provide for higher fees, fees not included in this Agreement, and other terms and conditions materially different from the terms of this Agreement and a different or modified Territory. We will not charge you an initial franchise fee if you enter into a renewal franchise agreement for the Renewal Term.

If you comply with each of the foregoing conditions, we will send you the forms needed to execute our then-current form of franchise agreement approximately ninety (90) days before the expiration date of this Agreement. You must sign and return the franchise agreement and any required Collateral Agreements to us at least thirty (30) days before the expiration date of this Agreement. Your failure to provide the required notice or return the agreements in a timely manner shall constitute a waiver by you of your option to remain a franchisee beyond the expiration of the Initial Term and will result in the termination of this Agreement and the franchise granted by this Agreement at the expiration of the Initial Term.

2.4. Best Efforts. You and your Principal Owner shall at all times faithfully, honestly and diligently perform your obligations under this Agreement, continuously exert your best efforts to promote and enhance the business of the Franchised Business, and not engage in any other business or activity that may conflict with your obligations under this Agreement, except the operation of other OSA Businesses.

3. TERRITORY

3.1. Territory. The license to use our Marks and the System is limited to the Territory described in Attachment I. When we designate your Territory, we will identify the number of Communities in the Territory. You may not locate your office (other than a home office) outside the Territory.

3.2. Extra-Territorial Services. You may not actively solicit Clients, Communities or Lead Sources that are located outside your Territory, however, if you are in full compliance with this Agreement and you receive a word-of-mouth referral (or similar form of inactive solicitation) for a potential Client who either resides outside of your Territory or who desires to move into a Community located outside of your Territory, you may provide Senior Placement Services to that Client so long as the Client does not reside in and the Community is not located within the territory assigned to another OSA Business. If the Client resides in or the Community is located within the territory assigned to another OSA Business, then you will be required to comply with our then-current fee sharing arrangements as set forth in the Manual Suite. If you fail to remit the appropriate fee sharing payment to the applicable OSA Business within thirty (30) days after you receive payment from the Community, as a penalty, you will be required to pay the full amount of the payment that you received from the Community to this OSA Business.

3.3. Competition. Provided you are in full compliance with this Agreement, we will not, during the Initial Term of this Agreement, operate ourselves or through an Affiliate, or grant a franchise for the operation of, a business offering Senior Placement Services using the Marks within the Territory. This does not prohibit us or our franchisees from advertising or soliciting employees or independent contractors in your Territory for our / their respective businesses, nor does it prohibit us or any of our franchisees from running advertisements that may be published or circulated in your Territory.

We and our Affiliates reserve the right to: (a) operate businesses providing Senior Placement Services under the Marks or grant a franchise for the operation of similar businesses anywhere outside the Territory, regardless of proximity to the boundaries of the Territory; (b) own and operate (for ourselves or through an Affiliate), or franchise others to own and operate, businesses within the Territory that offer and sell services similar to or competitive with those offered by your Franchised Business under names, service marks or trademarks other than the Marks, including through physical "brick and mortar" locations, alternative channels of distribution or leasing similar products or services under a different mark; (c) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products or merchandise under the Marks from any location or to any purchaser (including, but not limited to sales made at retail locations, mail order and the Internet and other current and future forms of electronic communication); and (d) acquire or be acquired by a competing business that operates and or franchises businesses similar to OSA Businesses and operate businesses under other systems or marks which may provide Senior Placement Services which may be located within or outside the Territory, despite their proximity to the boundaries of the Territory.

3.4. Minimum Performance Standards. You acknowledge and agree that the limited territorial rights we grant to you in this Section 3 are conditioned upon your compliance with this Agreement, and our standards as set forth in the Manual Suite. In addition, your Franchised Business must meet the following Minimum Performance Standards each year or we may place you in default of this Agreement:

Year of Operation*	Average Number of Placements Each Month by the End of Each Operating Year*
Completion of Operating Year 1	1
Completion of Operating Year 2	3
Completion of Operating Year 3	4
Completion of Operating Year 4 and thereafter	5

* For the purposes of the Minimum Performance Standards, the first year of operation will begin in the first full month that follows the expiration of the ninety (90) day period after the Opening Date and continue for 12 months each year (each an "Operating Year"). We will review your performance at the end of each Operating Year.

If there is a transfer, the starting level of Minimum Performance Standard under the new franchise agreement (if applicable) will be based on the Placements of the transferor for the year preceding the date of the transfer. For example, if the transferor has an average of three (3) Placements per month during the year preceding the date of the transfer, then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standard for Operating Year 3 with an average of four (4) Placements per month by the end of the year.

If you fail to satisfy the Minimum Performance Standards, and fail to cure any deficiencies (if we grant you an opportunity to cure such a default) at the end of any Operating Year, we may take any one or more of the following actions: (a) reduce the size of your Territory, with a corresponding reduction in the Minimum Performance Standard; and/or (b) permit other OSA Business franchisees, or us or our Affiliates, to provide Senior Placement Services to Clients located within your Territory; and/or (c) establish, or license or franchise others to establish, an OSA Business in your Territory; and/or (d) terminate this Agreement pursuant to Section 17 of this Agreement.

3.5. National Accounts. We have the exclusive right to negotiate and enter into Community Referral Agreements with Communities that operate in multiple locations in a particular region or nationwide ("**National Accounts**") including National Accounts that operate in your Territory. The details of any National Account program that we establish will be set forth in the Manual Suite. After we sign a

Community Referral Agreement with a National Account, any Client referral that you make to such a National Account will be compensated at the rate set forth in the National Account's Community Referral Agreement with us. Our National Account Community Referral Agreements will supersede any local Community Referral Agreement that you sign with a Community in your Territory.

4. LOCATION

4.1. Location. You are solely responsible for locating and choosing a site from which to operate the Franchised Business, however, we must consent to the proposed location of the Franchised Business prior to opening. The location of the Franchised Business can be located in a residence. If you want to establish a commercial office, it must be located in the Territory. The first address of the Franchised Business is identified in Attachment I.

4.2. Change of Location. If you have an office in a commercial location, you may not relocate your Franchised Business to a new address without providing us with prior notice of the move and obtaining our prior written approval.

5. INITIAL FEES

Upon signing this Agreement, you must pay to us: (a) an Initial Franchise Fee in the amount set forth on Attachment I to use the System and the Marks; and (b) a Business Administration Set-Up Fee ("BASF") of $10,000. Provided that you have paid the foregoing fees, we will provide you with telephonic operations representative support prior to training, setup of up all social media platforms, and design and implementation of your franchisee website. We also provide a copy of the Pre-Work Manual, which is a part of the Manual Suite.

As described in Section 10, your Principal Owner must attend and successfully complete the Initial Training Program (and, if you are purchasing an existing OSA Business, On Site Training) to our satisfaction within one hundred and twenty (120) days after the Effective Date. If your Principal Owner fails to meet this requirement, we have the right to terminate this Agreement immediately without providing you an opportunity to cure the default. If we do so, we will retain the $10,000 BASF and the portion of the Initial Franchise Fee necessary to compensate us (as we determine in our sole discretion) for any direct or indirect expenses we incur (including commissions). We will return to you any portion of the Initial Franchise Fee that exceeds the amount of the direct and indirect expenses we incur.

6. ROYALTY FEE AND PAYMENT OBLIGATIONS

6.1. Royalty Fee. On the seventh (7^{th}) day of each month (or such other date as we may designate), you agree to pay us a royalty fee ("Royalty Fee"), which includes two components: (a) the minimum royalty fee due for the previous month as described in Table 1 below ("Minimum Royalty Fee"); and (b) the reconciled royalty fee due for the month ending sixty (60) days prior to the current month, which is calculated as: (x) the royalty percentage in Table 2 below (based on the annual Gross Revenue of the Franchised Business for the prior calendar year) multiplied by the Gross Revenue of the Franchised Business for that month, (y) minus the Minimum Royalty Fee previously paid for that month (the "Reconciled Royalty Fee"). If the Reconciled Royalty Fee is less than $0, then no payment will be due for that month. The payment months are outlined in Table 3 below.

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION	MINIMUM ROYALTY FEE
1 – 3	$0
4 – 12	$400
13 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

TABLE 2 – ROYALTY PERCENTAGE

ANNUAL GROSS REVENUE DURING PRIOR CALENDAR YEAR	ROYALTY FEE
$0 - $250,000*	10%
$250,001 - $500,000	9.5%
$500,001 - $750,000	9%
$750,001 - $1,000,000	8.5%
1,000,001 - $1,250,000	8%
$1,250,001 -$1,500,000	7.5%
$1,500,001 -$1,750,000	7%
$1,750,001 - $2,000,000	6.5%
$2,00,001 and above	6%

*During the calendar year in which the Franchised Business opens, the Royalty Percentage is 10% of Gross Revenue.

TABLE 3 - ROYALTY FEE PAYMENT MONTHS

GROSS REVENUES REALIZED IN MONTH	MINIMUM ROYALTY FEE PAYMENT DUE	RECONCILED ROYALTY FEE PAYMENT DUE (ROYALTY FEE LESS MINIMUM ROYALTY FEE PREVIOUSLY PAID)
January	February 7th	April 7th
February	March 7th	May 7th
March	April 7th	June 7th
April	May 7th	July 7th
May	June 7th	August 7th
June	July 7th	September 7th
July	August 7th	October 7th
August	September 7th	November 7th
September	October 7th	December 7th
October	November 7th	January 7th
November	December 7th	February 7th
December	January 7th	March 7th

The Royalty Fee is due and payable on all Gross Revenue derived from or attributable to all Senior Placement Services provided to Clients and all other activities related (directly or indirectly) to the Franchised Business. The requirement to pay the Minimum Royalty Fee is based on the Gross Revenue of the Franchised Business each month and will not be adjusted based on the Gross Revenue realized in a subsequent month or over the course of any quarterly or annual period. We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from "Gross Revenue" as circumstances, business practices, and technology change.

6.2. Payment Obligations. You must authorize your bank, pursuant to Attachment II to this Agreement, to allow us to withdraw via electronic funds transfer (or such other manner as we may designate from time to time) on the seventh (7th) day of each month (or such other date as we may designate), all monies you owe us for the prior month, including, but not limited to, charges you incur for Royalty Fees, NAF Contributions (as defined in Section 7.1), Software Access Fees (as defined in Section 9.1) and other fees that may be instituted during the Initial Term of this Agreement. If the due date is a weekend day or a holiday, you must pay all fees owed to us on the last business day that precedes the due date. You must notify us at least ninety (90) days before closing or changing the account against which such debits are to be made. If such account is closed or ceases to be used, you will immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and will not affect any obligation or liability for amounts owed.

6.3. Interest on Late Payments. All fees and other amounts owed to us or our Affiliates that are received by us after the due date will bear interest at the rate of one and a half percent (1.5%) per month or the highest legal rate for open account business credit in the state where the Franchised Business is located, whichever is less, until paid.

6.4. Application of Payments. We have the right to apply payments from you in any way we choose, to any amounts you owe us.

6.5. Insufficient Funds Fee. In addition to the interest charge under Section 6.3, we have the right to charge a fee equal to $25 for each time you deliver a check to us which does not clear your bank account, or where we are not able to do an electronic funds transfer because of insufficient funds in your account.

6.6. Collection Costs and Expenses. You must pay to us on demand any and all collection costs and expenses (including, without limitation, costs and commissions due a collection agency, costs incurred in creating or replicating reports demonstrating Gross Revenue of the Franchised Business, reasonable attorneys' fees, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing) incurred by us in enforcing the terms of this Agreement, including, without limitation, in collecting any monies owed by you to us.

6.7. No Offset. You shall not withhold or off-set any portion of any payment due to our alleged non-performance under this Agreement or any other Collateral Agreement by and between you and us or our respective Affiliates.

7. MARKETING AND ADVERTISING

7.1. National Advertising Fund. Commencing with the first full month following the Opening Date, you must contribute to the National Advertising Fund, at the same time and in the same manner as your payment of the Royalty Fee, an amount equal to the greater of $200 or two percent (2%) of the monthly Gross Revenue of your Franchised Business ("NAF Contribution"). The NAF Contribution also is subject to a monthly maximum contribution of $400. We may increase the NAF Contribution above two percent (2%)

of monthly Gross Revenue and/or increase the $200 minimum and $400 maximum NAF Contribution if fifty percent (50%) or more of the franchised OSA Businesses agree to the contribution change. We have the sole discretion to use the National Advertising Fund and the monies in the National Advertising Fund for any purpose that we designate that we believe will build and maintain brand recognition for the benefit of the System. We will direct all programs that the National Advertising Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We do not guarantee that the NAF Contributions you pay will be used in your Territory, and we are not obligated to expend any sums on advertising in your Territory. Our advertising program may utilize television, radio, print and Internet materials. We will not make any expenditure from the National Advertising Fund primarily to help us sell franchises, but we may use the NAF Contributions to develop, administer and maintain the System Websites, including social media campaigns, and to attend national trade shows to promote our Marks and the System. We have the right to make disbursements from the National Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the National Advertising Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. We will typically advertise in a designated market area or on a national basis, whichever we deem more appropriate. The NAF Contributions are not held in a trust or escrow account. We will provide you with annual reports (which may be unaudited) of the income and expenses incurred by the fund upon your reasonable request. You have no property rights of any kind with respect to the NAF Contributions, and we do not have any fiduciary obligations to you or any other franchisees regarding the NAF Contributions.

7.2. Local Marketing Cooperative. We can require Local Marketing Cooperatives to be formed, changed, dissolved or merged. If we organize a cooperative, your participation will be mandatory. You will pay monthly contributions to the cooperative based on the method of computation and in amounts determined by majority vote of its members. Your contribution to the cooperative will be in addition to your other required advertising expenses noted in this Section 7. The cooperative will combine your funds with those of other OSA Businesses to achieve joint marketing efforts. We will administer the funds in accordance with directions we receive from the cooperative. They may be used for marketing, advertising, public relations and promotional programs.

7.3. Local Marketing. You agree to spend, on average, $1,000 every month on local promotion of the Franchised Business and local network development ("Local Marketing").

On the seventh (7th) day of the first full month following the Opening Date, you agree to pay us $3,000 and on the seventh (7th) day of the second, third, fourth and fifth full months following the Opening Date, you agree to pay us $1,000 for the Fast Track Program. We will spend these funds directly on Local Marketing. Fees paid for the Fast Track Program are considered part of your Local Marketing expenditures during your first year of business.

On the fifteenth (15th) day of each month, starting with the first full month following the Opening Date, you must provide documentation to us regarding all Local Marketing expenditures made in the prior month. We reserve the right, upon at least thirty (30) days' notice, to increase the Local Marketing obligation, however, we will not increase this obligation by more than ten percent (10%) in any twelve (12) month period. If you do not make the required Local Marketing expenditures, we may collect the funds from you and spend them on your behalf for Local Marketing.

At the start of your third (3rd) Operating Year, if you have met your Minimum Performance Standards for the prior twelve (12) consecutive months, you will not be required to make the Local Marketing expenditure during your third (3rd) Operating Year or submit the associated reports. Thereafter, in January of any calendar year, if you have met your Minimum Performance Standards for the prior twelve (12) consecutive

months, you will not be required to make the Local Marketing expenditure during that calendar year or submit the associated reports. However, if you did not meet your Minimum Performance Standards for the prior twelve (12) consecutive months, then you must make the Local Marketing expenditures and comply with the Local Marketing reporting requirements during that calendar year.

Local Marketing expenditures include the following pre-approved expenditures: (a) amounts spent by you for marketing media, such as digital, print, radio, television and outdoor, banners, posters, direct mail, grassroots premiums, event invites, and, if not provided by us at our cost, the cost of producing approved materials necessary to participate in these media; (b) coupons and special (or promotional) offers pre-approved by us; and (c) local marketing and public relations agency fees. Local Marketing expenditures do not include amounts spent for items, in our reasonable judgment, deemed inappropriate for meeting the minimum marketing requirement, including personnel salaries or administrative costs.

Your Local Marketing materials must follow our guidelines in the Manual Suite and must be submitted to us at least fifteen (15) days prior to first use for approval, which we may grant or withhold in our business judgment. If we do not approve your submission within fifteen (15) days after the day we receive the materials, we will be deemed to have not approved the materials. Your Local Marketing materials may not contain any statement or material which, in our sole business judgment may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with our public image of that of the System. You acknowledge and agree that any and all copyright in and to advertising and marketing materials developed by you or on your behalf will be our sole property, and you must execute such documents (and, if necessary, require your independent contractors to execute such documents) as may be deemed reasonably necessary by us to give effect to this provision.

7.4. Websites and Social Media. Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish any Website relating in any manner whatsoever to the Franchised Business or referring to the Marks. In addition, you may not advertise, promote or reference the Franchised Business or refer to the Marks on any Website or any current or future form of electronic commerce, including all current and future forms of social media networks and platforms (e.g., Facebook, Twitter, LinkedIn, Instagram, etc.). Any such advertising will be subject to (among other things) our rules and approvals under Section 7.3 above. We may from time to time establish policies regarding such advertising for the System and we may modify these policies as we determine to be appropriate, including as available technologies and advertising methods change.

8. TELEPHONE NUMBERS AND TELEPHONE BOOK ADVERTISING

8.1. Telephone Number. You must obtain a separate telephone number that is identified with the Franchised Business and no other business. At the termination or expiration of this Agreement, that telephone number becomes our property. You agree to sign any documents required by us to assign the telephone number to us.

8.2. Directory Book Advertising. If we determine that it is the best interest of the Franchised Business for you and another OSA Business franchisee to purchase joint directory advertisements (e.g., Yellow Pages display online listings), you must purchase a joint display ad of the type, size and content that we determine.

9. SOFTWARE ACCESS FEE

Commencing with the first full month following the Opening Date, we will charge you a monthly Software Access Fee in the amount of $120. This fee is due in advance on the seventh (7th) day of each month (or

such other date as we may designate). Therefore, on the due date, we will charge your account $120 through an electronic funds transfer, and this will cover your software access for the next month. If the due date is a weekend day or a holiday, we will charge your account on the last business day preceding the due date. The Software Access Fee allows you access to our on-line proprietary software system, which currently is named OasisIQ. If you do not pay us the Software Access Fee, in addition to any other remedy we may have under this Agreement, we may suspend or terminate your access to our on-line Internet system. We reserve the right, upon at least thirty (30) days' notice, to increase the Software Access Fee, but we will not increase this fee by more than ten percent (10%) in any twelve (12) month period. Your costs to connect to the Internet and any related telephone line charges will be your sole responsibility.

10. TRAINING

10.1. Initial Training Program and On Site Training. Within one hundred and twenty (120) days following the Effective Date and before beginning business operations or using the Marks, your Principal Owner must complete to our satisfaction, our initial training program ("Initial Training Program").

We will provide you with a proprietary "Pre-Work Manual" that defines the pre-requisite self-paced training and tasks that must be completed prior to attending the Initial Training Program. This includes, but is not limited to, information needed for us to establish your business tools and for you to sufficiently prepare for the Initial Training Program.

Portions of our Initial Training Program may be conducted at a training site we select and through a video conferencing platform. Both the Initial Training Program and On Site Training will be conducted by our employees or agents experienced in the senior placement business. You must purchase a portable computer (e.g. a laptop or similar compatible device) specified by us and your Principal Owner must bring all devices to the Initial Training Program. Following the classroom training, there is a period of eight (8) to eleven (11) weeks during which you will have weekly video conference training sessions of up to one and a half (1.5) hours each that are mandatory to complete the Initial Training Program. We do not charge you a separate fee for your Principal Owner or manager to attend either type of training; however, if you elect to send an employee or a manager to the Initial Training Program, you must pay a training fee in the amount of $150. You must pay all travel and living expenses and wages/compensation accruing during the applicable training period for your Principal Owner (or your manager or employees).

Additionally, if you are purchasing an existing OSA Business, your Principal Owner must complete a shadowing/formal transition period of at least four (4) weeks with the existing OSA Business. This period must be defined in your purchase agreement with that business, and is defined as "On-Site Training".

10.2. Certified Senior Advisor Designation. Your Principal Owner will be required to become a CSA no later than ninety (90) days following the Opening Date. The CSA designation is offered by the Society of Certified Senior Advisors ("SCSA") and signifies that designees have acquired a broad-based knowledge of the health, social and financial issues that are important to the majority of seniors and the dynamics of how these factors work together in seniors' lives. Your Principal Owner will need to take an online or in-person training program and then pass an examination to achieve the CSA designation. As a prerequisite to attending the Initial Training Program, your Principal Owner must be registered with the SCSA and have an exam date scheduled within sixty (60) days of the Opening Date. We encourage you to fully complete the course and exam prior to attending the Initial Training Program.

You agree to pay all associated CSA training costs, including registration fees, travel and living expenses which your Principal Owner and your employees incur. Your Principal Owner must maintain the CSA designation during the term of this Agreement. Prior to commencing operations of the Franchised Business

and annually thereafter, you must file with us a copy of your Principal Owner's CSA certificate from the SCSA and that of any manager that you appoint to supervise the operations of the Franchised Business.

10.3. Ongoing Training. Your Principal Owner and your employees are strongly encouraged to attend ongoing training or coaching that we may offer from time to time. Ongoing training may be in the form of regional training programs, study groups, franchisee meetings, conventions and electronic means. We will make available to you no more than once a year, a refresher training program. This may be held virtually, at a specified location, or in conjunction with our Annual Convention. You must pay your travel and living expenses, as well as wages/compensation accruing during all ongoing support and training.

10.4. Attendance at Annual Convention. Your Principal Owner must attend our Annual Convention. You are responsible for the costs of travel and accommodations. If your Principal Owner does not attend the Annual Convention, you must pay us a fee of $1,500. If your Principal Owner does not attend the Annual Convention for two (2) years in a row, you will be in default of this Agreement, and we will have the right in our sole business judgment to terminate this Agreement and/or avail ourselves of any other rights and remedies available to us at law or in equity.

10.5. Association Memberships. You are required to join and maintain membership in any associations that we require, including the National Placement & Referral Alliance.

11. OPERATING REQUIREMENTS

11.1. Opening. You may only open the Franchised Business and start seeking to enter into Community Referral Agreements with Communities in your Territory after your Principal Owner has successfully completed the Initial Training Program as required by Section 10.1 and you have provided insurance policies and certificates to us in accordance with Section 15.2.

11.2. Supervision. During the first two (2) years of operating your Franchised Business, your Principal Owner must work full time in the operation and management of the Franchised Business and may not actively engage in work for any other business. After your Principal Owner has operated the Franchised Business for at least two (2) years, you may designate a full-time manager to supervise the operation of the Franchised Business. Prior to assuming any managerial duties for the Franchised Business, all managers must: (a) be approved by us; (b) have a CSA designation; (c) have successfully completed the Initial Training Program (as described in Section 10.1) as determined by us; and (d) sign our then-current form of confidentiality and non-compete agreement included in the Manual Suite, as noted in Section 21.4 below. Further, if any manager and/or other employee of the Franchised Business has access to our proprietary software and related materials, such manager(s) and employee(s) must comply with Section 11.6 below.

Following the first two (2) years of operating your Franchised Business, your Principal Owner may engage in work for or own ancillary businesses provided that (a) such businesses do not provide Senior Placement Services in violation of Section 21.2 below; (b) the employees of the Franchised Business do not work for such businesses; (c) such businesses are not operated under the same legal entity that is the franchisee under this Agreement; (d) separate bank accounts, employees, books and records are maintained for such businesses; (e) no proprietary information or data of the Franchised Business is used by or shared with such other businesses; and (f) such businesses do not utilize the Marks or the System in any way.

11.3. Site Appearance; Hours of Operation. If you operate a commercial office, you must maintain the premises of the Franchised Business in clean and attractive condition, and you must keep the location open during the hours and days listed in the Manual Suite. We reserve the right to inspect the premises of the Franchised Business at any time during the Initial Term of this Agreement.

11.4. Services and Products Offered. You must offer for sale only the services and products that we specify in this Agreement and in the Manual Suite. We will furnish to you from time to time lists of approved supplies and approved suppliers. You must only use approved products, services, fixtures, furniture, equipment, supplies and other items or services ("approved supplies") in connection with the operation of the Franchised Business as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of approved supplies and in some instances, require that you use designated sources or suppliers. You acknowledge and agree that certain approved supplies may be available only from one source, and that we or our Affiliates may be that source. You will pay the then-current price in effect for all products and supplies that you purchase from us and our Affiliates. All products, services, fixtures, furniture, equipment, supplies and other items or services used in the operation of the Franchised Business that are not included in the approved supplies or approved suppliers' lists must conform to the specifications and standards we establish from time to time. Without limiting the generality of the foregoing, this means that you must (a) purchase and install the computer hardware and software that we specify to manage and administer the Franchised Business and execute the form of confidentiality, non-disclosure and non-compete agreement specified in the Manual Suite, (b) use our proprietary software in the manner set forth in the Manual Suite, including with respect to entry of required data and information, (c) use the computer and general business forms that we specify, and (d) require your employees to wear the uniforms we specify in the Manual Suite. ALTHOUGH APPROVED BY US OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER AND SOFTWARE SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIES OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY ON US.

11.5. Manual Suite. During the Initial Term, we will loan you the Manual Suite, operations bulletins and other materials containing mandatory and suggested procedures, specifications and rules that we prescribe from time to time. We may make the Manual Suite available to you in any format we designate, including by electronic means. The Manual Suite and the other materials are our confidential and proprietary information and property and must be returned to us prior to the expiration of this Agreement or immediately upon termination of this Agreement for any reason. If you fail to return the Manual Suite and other materials, you must pay us $1,000, in addition to any other remedy available to us.

We have the right to add to or modify the Manual Suite from time to time, to improve our standards, change our operating procedures and software system, maintain the goodwill associated with the Marks and meet competition. You must keep the Manual Suite current and up-to-date. If there is a dispute about the contents of the Manual Suite, the terms of the master copy at our home office will control. You agree to operate the Franchised Business in conformance with all mandatory provisions of the Manual Suite and you acknowledge that the Manual Suite is designed to protect our standards, systems, names and Marks, and not to control the day-to-day operation of the Franchised Business.

11.6. Trade Secrets and Proprietary Information. The contents of the Manual Suite and all the operating procedures, standards and rules we prescribe for the Franchised Business are confidential and proprietary. You will maintain, both during and after the Initial Term of this Agreement, absolute confidentiality of the Manual Suite and all other information that we designate as confidential or proprietary and disclose to you. You will give this information to your employees only to the extent necessary for the operation of the

Franchised Business in accordance with this Agreement. You will not use this information in any other business or in any way not authorized by us in writing.

11.7. Client Data. You agree that all data that you collect from Communities, Lead Sources, Clients and potential Clients in connection with the Franchised Business ("Client Data") is and will be owned exclusively by us, and that we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you. We have the right to access all Client Data, in whatever form existing, and wherever stored. You must provide the Client Data to us at any time that we request. We hereby license use of the Client Data to you, at no additional cost, solely during the Initial Term, but only in connection with operating the Franchised Business and only in accordance with the policies that we establish from time to time. You agree to install and maintain the security measures and devices necessary to protect Client Data from unauthorized access or disclosure, including (but not limited to) the minimum measures in Section 11.9. You may not sell, transfer, or use Client Data for any purpose other than operating and marketing the Franchised Business. However, if you transfer the Franchised Business (as provided in Sections 18 and 19 below), as part of the transfer, you must also transfer use of the Client Data to the buyer as part of the total purchase price paid for the Franchised Business.

At the expiration or termination of this Agreement for any reason, you will promptly turn over to us the Client Data without retaining any of Client Data in any media and you will make no further use of that Client Data (or any related information) for any purpose whatsoever. Further, you recognize that your business relationship with all such Clients is attributable solely to the Marks and the goodwill associated therewith. As such, all such business relationships with all Clients will revert to us and become our sole and exclusive property upon termination or expiration of this Agreement.

11.8. User Agreement. You, your manager(s) and certain employees will be required to acknowledge and agree to the terms of use set forth in the User Agreement (a current copy of which is included in the Manual Suite), before you and any such manager(s) and employee(s) commence use of our proprietary software, OasisIQ, and periodically during the term of this Agreement. We have the right to modify the User Agreement, the proprietary software and OasisIQ in our sole business judgment. We may require you and any such manager(s) and employee(s) to acknowledge and agree to the terms of the User Agreement (as may be modified by us in our sole business judgment) periodically during the Initial Term of this Agreement.

11.9. Privacy Laws and Data Requirements. All data pertaining to or derived from the Franchised Business (including all Client Data as required by Section 11.7 above) is and shall be our exclusive property, and we hereby grant a royalty-free non-exclusive license to you to use such data during the Initial Term of this Agreement.

You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to the Franchised Business ("Privacy Laws"). Privacy Laws that will impact your Franchised Business include, but are not limited to, the American Health Insurance Portability and Accountability Act of 1996 and any successor Act. In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, Client relationships and Privacy Laws as set forth in the Manual Suite. You may not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.

You are required to implement industry-standard administrative, physical, and technical security measures and devices to protect data (whether Client Data or other data) from unauthorized access, acquisition, loss, destruction, disclosure or transfer. You are solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures,

Internet content failures, and attacks by hackers and other unauthorized intruders. You waive any and all claims you may have against us as the direct or indirect result of such disruptions, failures or attacks. You are also required to use best efforts to verify that your Clients are reasonably protected. This includes best efforts to secure your systems, including, but not limited to, use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, you agree to notify us promptly and comply with applicable laws and any instructions from us regarding response to the breach.

11.10. Procedures and Rules; Government Regulations. You must comply fully with all standards, operating procedures and rules that we prescribe from time to time, including those contained in the Manual Suite. You must secure and maintain in force and effect all government-required licenses, permits and certificates, and you must operate the Franchised Business in compliance with all applicable laws and regulations.

11.11. Franchisee Identification. Your identity as our franchisee must be clearly visible in all dealings with the public. This identification must appear on all agreements with Clients and Communities, checks and negotiable instruments, as set forth in the Manual Suite or otherwise as we may specify in writing.

11.12. Public Figures. You may not use a public figure to promote or advertise the Franchised Business without our prior written consent.

11.13. General Operations. You must conduct the Franchised Business in a way that reflects favorably on you, the System, the Marks, our other franchisees, our Affiliates and us. You must protect the good name, goodwill and reputation of the entire System, and avoid all deceptive, misleading and unethical practices.

11.14. Your Employees. You are responsible for the day-to-day actions of your employees. Prior to each employee's hire date, you must engage a reputable third-party provider with access to nationwide records to conduct a background check including, at a minimum, a social security number verification and a criminal background check of all county criminal records for all previous addresses of the employee. Our Manuals may provide for more detailed requirements for employee background checks. If you fail to conduct a satisfactory background check on any employee prior to his/her hire, such conduct constitutes a material default for which we may terminate this Agreement immediately. In addition, you also will pay to us a fine equal to $1,000 for each day that the employee remains in your employ without completion of a satisfactory background check.

11.15. Innovations. You agree to promptly disclose to us all ideas, concepts, methods, techniques, programs, and products conceived or developed by or for you, your owners or employees relating to the development or operation of the Franchised Business and/or Oasis Senior Advisors businesses ("Innovations"). You hereby represent and warrant that all Innovations shall be original works, that you, your owners, employees, and/or contractors shall be the sole creator and owner of the Innovations, and that the Innovations shall not infringe the intellectual property rights of any third party. All Innovations, whether or not protectable intellectual property, will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. You hereby grant to us (and agree to obtain from your owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such Innovations in the System and in any businesses that we and/or our affiliates, franchisees and designees operate. We will have the right to use those Innovations without compensation to you or anyone else. You agree not to use or allow any other person or entity to use any such Innovation without obtaining our prior written approval. To the extent any Innovation does not qualify as a "work made-for-hire" for us, you will assign ownership of that Innovation, and all related rights to that Innovation, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

11.16. Tax Payments. You will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fees, the NAF Contributions, and other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

11.17. Community Referral Agreements and Pricing. We have and will continue to enter into Community Referral Agreements with National Accounts and other Communities that may be located in your Territory that will determine the compensation that will be paid to you for referring Clients to these Communities. Within ninety (90) days after the Opening Date, you must have Community Referral Agreements in place with at least thirty percent (30%) of the Communities (that have at least twenty (20) beds) located within your Territory that are not National Accounts, or we may terminate this Agreement. You must only use our standard form of Community Referral Agreement, as updated by us from time to time and provided in the Manual Suite. To the extent permitted by applicable law, we reserve the right to specify in writing a specific range of fees and/or establish in writing minimum and/or maximum fees for the products and services you sell. You acknowledge and agree that the specified fees and maximum and minimum fees for products and services that you and other franchisees sell may vary from region to region to the extent necessary to reflect differences in costs and other factors applicable to such regions. If a Community requests modifications to our standard form of Community Referral Agreement, including our pricing standards, you must obtain our prior written approval of such changes prior to signing the Community Referral Agreement.

11.18. Advisory Council. We have formed a franchise advisory council composed of franchisees and our representatives. We have the right to determine how such a council is selected, funded and governed. We have the right to change, modify or dissolve the Advisory Council.

12. OPERATING ASSISTANCE

12.1. Advice and Guidance. We will provide you with reasonable operating assistance, as we determine from time to time to be necessary for the operation of the Franchised Business. We will inform you of operating problems that we discover through our reviews and reports that we learn from you and other franchisees. We may charge you for operating assistance made necessary by your failure to comply with this Agreement or operating assistance you request that is greater than the assistance we normally provide.

12.2. Service and Products. We research, advise and provide you with information about vendors who offer products and services useful to your operation of the Franchised Business. You agree to use in operating your Franchised Business only those products, services and methods that we have approved for OSA Businesses as meeting our specifications and standards for quality, function and performance. You acknowledge that we may designate a single vendor or source of supply, and that we or an Affiliate may be that vendor/source. You will pay the then-current price in effect for all required purchases from us and/or our Affiliates. You acknowledge that we and/or our Affiliates may make a profit on the services or products we provide you. We further reserve the right to receive rebates and other consideration from suppliers and vendors as a result of your purchase of required products and services.

12.3. Supplies and Forms. We will design and develop the computer-generated reports and other printed forms specified in the Manual Suite that we require you to use in the Franchised Business.

13. RECORDS AND FINANCIAL REPORTS

13.1. Forms and Records. You are required to use the forms and reports specified in the Manual Suite. These reports must be completed and sent to us within the time periods set forth in the Manual Suite. You also must establish and maintain the bookkeeping, accounting, and financial statements and record keeping systems required by us and set out in the Manual Suite.

13.2. Financial Reports. Upon our request, you must send to us, no later than ninety (90) days after each fiscal year end, the verified statements, (including financial statements and reports of Gross Revenue) as identified in the Manual Suite that truthfully reflect the financial condition of the Franchised Business.

14. AUDIT RIGHTS

14.1. Right to Audit. We have the right, but not the obligation, during business hours and without prior notice to you, to copy, audit and inspect (or to have our designee copy, audit and inspect) all records and financial reports of the Franchised Business. We further have the right to conduct any such audit remotely, in which case you must copy and deliver to us or our designee – at your sole expense – all records and financial reports of the Franchised Business that we identify. These audits will be made at our expense unless they are made necessary by your failure to comply with this Agreement. In that event, we have the right to charge you for the costs of the audit, including our or our agent's employees' or agents' travel expenses, room, board and compensation. Our right to audit, as set forth above, continues for twenty-four (24) consecutive months after the latter of (a) the termination or expiration of this Agreement, or (b) the date on which you cease to operate the Franchised Business, provide Senior Placement Services or use the Marks.

14.2. Resolution of Discrepancies. If our audit reveals an overpayment by you to us, we will promptly refund the overpayment. If our review reveals an underpayment by you to us, you will pay us the shortfall on demand. If the shortfall amounts to more than two percent (2%) of the amount actually due, you will also pay us on demand three (3) times the amount due, one and a half percent (1.5%) interest on the underpayment, plus all costs that we incurred in conducting the review, including our employees' or agents' travel expenses, room, board and compensation, even if you otherwise are in compliance with this Agreement.

15. INSURANCE

15.1. Insurance. At all times during the Initial Term of this Agreement, you shall maintain in force, at your sole expense, at a minimum, the following: (a) comprehensive general liability insurance covering public liability, general liability and personal injury with coverage limits of at least $1,000,000 per occurrence and $3,000,000 in the aggregate caused by, or incurred in connection with, the operation of, or conduct of the Franchised Business by you; (b) miscellaneous professional liability insurance with coverage limits of at least $1,000,000 per occurrence and $3,000,000 in the aggregate; (c) if you have at least one (1) employee, (i) automobile liability insurance and property damage liability insurance including owned, non-owned and hired vehicle coverage with coverage limits of at least $1,000,000 in the aggregate; (ii) worker's compensation insurance; and (iii) employer's liability insurance; (d) network security/cyber insurance with limits of at least $250,000 if you have less than 10,000 records in OasisIQ, or any replacement technology platform, and with limits of at least $1,000,000 if you have more than 10,000 records; and (e) any other insurance that may be required by statute or rule of the state in which the Franchised Business is located and operated. If you will be using a personally titled vehicle for the Franchised Business, you must include a "Business Use Endorsement" on the personal auto policy. We also recommend that you obtain an umbrella coverage policy with coverage limits of at least $1,000,000 in the aggregate.

The insurance coverage shall be maintained under one or more policies of insurance containing the amounts and types of coverage that we prescribe from time to time and must be underwritten by an insurance company rated "A" or higher by AM Best, or such other insurance rating company as we designate. All such insurance policies shall name us as an additional insured, contain a waiver by the insurance carrier of all subrogation rights against us, and provide that we receive thirty (30) days prior written notice of any termination, expiration or cancellation of any such policy. The policies must be "occurrence" policies, and not "claims-made" policies. Prior to attending our Initial Training Program, you must file with us copies of all insurance policies and certificates of insurance showing evidence of all required insurance coverage. The amount and specific types of coverage as set forth in the Manual Suite, may be changed by us from time to time. The agent that issues your insurance policies must maintain and provide evidence to us of an Errors & Omission ("E&O") policy for their agency of at least $1,000,000 per incident and $1,000,000 aggregate. If you elect not to use one of our verified insurance agencies, you must provide us with a copy of your agent's insurance proposal and E&O policy for our review and approval prior to purchasing the policy to avoid potentially having to modify your policy or purchase a new policy.

15.2. Proof of Insurance. Prior to the Opening Date, you must file with us copies of all insurance policies and certificates of insurance showing evidence of all required insurance coverage. You must annually file with us copies of all insurance policies and certificates of insurance showing maintenance of all required insurance coverage. If you use one of our verified insurance agencies, a copy of the policy may not be needed. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain comparable insurance for you and the Franchised Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.

16. THE MARKS

16.1. Ownership and Usage. We and our Affiliates are the sole owner of the Mark OASIS SENIOR ADVISORS and all other Marks that we license to you in this Agreement. Your right to use the Marks arises solely from this Agreement and you may only use the Marks during the Initial Term and only for the operation of the Franchised Business in the Territory according to the rules that we prescribe from time to time.

16.2. Limitations on Use of the Marks. You must operate the Franchised Business only as OASIS SENIOR ADVISORS the words standing alone, or such other Marks as we may prescribe from time to time in the Manual Suite. You may not add any words before or after the Marks or use the Marks with words that reflect your name, your company name, your geographic location or any other information; provided that you may use your name or company name (as applicable) with a "d/b/a OASIS SENIOR ADVISORS" designation thereafter on agreements, business checks/invoices, and in connection with your dealings with vendors or suppliers of the Franchised Business.

You shall not use any of the names and Marks in combination with any other words, letters, prefixes, suffixes, logos or designs, other than in the manner authorized by us. If you use the Marks in a form not approved by us, the ownership of rights in the new form of use is imputed to us, and you will make no claim of right in the Marks as used.

You may not use the Marks or any variations of the Marks or marks or names confusingly similar to the Marks in any manner not authorized by us in writing as part of any Electronic Identifier. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our prior written approval of: (a) any and all Electronic Identifiers related to the Franchised Business; (b) the proposed form and content (including

any visible and non-visible content such as meta-tags) of any Website related to the Franchised Business; (c) any hyperlinks or other links; (d) any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (e) any proposed modification of your Website. We may designate the form and content of your Websites and/or require that any such Websites be hosted by us or a third party designated by us, using one or more Websites that we own and/or control. In addition, we may require you to establish hyperlinks to our System Websites or another Website designated by us. We may charge you a fee for developing, reviewing and approving your Websites and/or for hosting the Websites.

You shall operate under, and prominently display, the names and Marks in the operation of your Franchised Business as may be prescribed from time to time by us. You shall permit us or our representatives to inspect your operations to assure that you are properly using the Marks. You shall use no commercial trade name, service mark or other commercial symbol, including associated logos, which do not satisfy the criteria established by us. In the event we deem it advisable, you shall file for and maintain a "certificate of trade name" in the county or other appropriate jurisdiction in which your Territory is located. Under no circumstances, however, shall you be permitted to use the names and Marks, or any part thereof, in the name of a corporation, limited liability company or partnership involved in the operation of your Franchised Business. If we request, you must also sign such other documents as we reasonably require in order to allow others in your state to use our names and Marks, including without limitation any documents required by the applicable Secretary of State or Department of Commerce located in your state.

You agree that upon the termination or expiration of this Agreement for any reason whatsoever, you shall forthwith discontinue the use of the names and Marks and thereafter shall no longer use, or have any right to use, the names and Marks.

16.3 Modifications. From time to time, we may elect to discontinue the use of certain names and Marks and to commence the use of new names and Marks. In addition, we may change the principal name of the OSA Businesses to a name other than OASIS SENIOR ADVISORS. You shall pay all expenses incurred in connection with discontinuing the use of existing names and Marks on or within your Franchised Business, and all expenses incurred by you in commencing the use of new names and Marks therein.

16.3 Acknowledgements. You acknowledge that (a) the Marks are valid and serve to identify the System and the Oasis Senior Advisors businesses operating under the System; (b) your right to use the names and Marks arise solely from this Agreement; and (c) all such use and any goodwill (including Client, Community and Lead Source relationships) and other intangible benefits established thereby shall inure to our exclusive benefit.

16.4. Third-Party Challenges. You shall immediately notify us immediately of any infringement of or challenge to, our use of present and future names and Marks. You shall not communicate with any person other than us or our attorneys in connection with any such infringement, challenge or claim, unless authorized by us in writing. In all events, we have the right to take such action as we deem appropriate, including the exclusive control of any litigation or any trademark office or other necessary proceeding arising out of any such infringement, challenge or claim relating to any of the names and Marks, including but not limited to the right to compromise, settle or otherwise resolve the claim, and determine whether to appeal a final determination of claim. We will defend you against any third-party claim that your use of the Marks infringes the rights of the third party. We will bear the cost of defense (including the cost of any judgment or settlement) if you have used the Marks in accordance with the terms of this Agreement, but otherwise you must bear the cost of the defense (including the cost of any judgment or settlement).You will execute all instruments and documents, render assistance, and all things that we believe are necessary and advisable to defend, protect or maintain our interests in the Marks.

17. DEFAULT AND TERMINATION

17.1. Automatic Termination. You will be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if: (a) you become insolvent or make a general assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; (c) you are adjudicated a bankrupt or insolvent; (d) a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for the Franchised Business or assets is filed and consented to by you; (e) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (g) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); (h) you (if you are an entity) are dissolved; (i) execution is levied against the Franchised Business or assets; or (j) the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2. Termination Without Cure Period. This Agreement will terminate immediately upon delivery of written notice to you if:

(a) Your Principal Owner does not satisfactorily complete (as determined by us in our sole business judgment) the Initial Training Program and any applicable On-Site Training within one hundred and twenty (120) days after the Effective Date.

(b) You transfer, or attempt to transfer, your interest in this Agreement, your Territory, the Franchised Business, or any ownership interest in you (if you are an entity) without our prior written approval, or otherwise make or attempt to make an unauthorized assignment or transfer.

(c) You sell, or attempt to sell, the assets of the Franchised Business without complying with this Agreement, or, if you are an entity, there is a change in the ownership structure or in the identity of the owners, directors or investors and you fail to comply with the provisions of Section 19.2 of this Agreement.

(d) You discontinue the active conduct of the Franchised Business, without our prior written consent, for more than four (4) consecutive weeks.

(e) You misuse or make any unauthorized use of the Marks, engage in any conduct which we reasonably believe threatens to or actually impairs the Marks or our reputation or the goodwill associated therewith, and do not cure such misuse or unauthorized use within twenty-four (24) hours' notice from us;

(f) You have three (3) or more checks returned to us or our Affiliates for insufficient funds within any consecutive twelve (12) month period, or your bank account does not have sufficient funds to cover an electronic funds transfer to us or our Affiliate on three (3) or more occasions in any consecutive twelve (12) month period.

(g) You or any of your owners, guarantors or investors, made any material misrepresentation on the franchise application.

(h) You, any of your owners, guarantors or investors, or the operating entity of any of the foregoing: (1) is convicted of, pleads guilty to, or enters a plea of nolo contendere to any felony; or, (2) is convicted of, pleads guilty to, or enters a plea of nolo contendere to any criminal offense related to the Franchised Business, other than minor traffic violations; or (3) is convicted of, pleads guilty to, or enters a plea of nolo contendere to any crime or commits any act within or without the Franchised Business that

could, in our sole opinion, tend to reflect poorly upon the goodwill of our name or any of our Marks, the System or the Franchised Business.

(i) You fail to maintain the insurance coverage required by or in accordance with the specifications listed in this Agreement or the Manual Suite, or fail to provide satisfactory evidence of insurance to us within forty-eight (48) hours of our request.

(j) You fail on three (3) or more separate occasions during any consecutive twelve (12) month period, to comply with any provision of this Agreement, including your obligation to pay when due the Royalty Fees, NAF Contributions, or other monies due us or our Affiliates, regardless of whether the failures were corrected after notice to you.

(k) You fail to cure, within the applicable cure period, any default under any Collateral Agreement.

(l) You voluntarily or involuntarily abandon the franchise relationship.

(m) You commit violations of any health, safety, sanitation or other regulatory law, ordinance, standard, practice or regulation or operate the Franchised Business in a manner that presents a health or safety hazard to your employees, Clients or the general public.

(n) You submit to us two (2) or more sales reports, financial statements, other information or supporting records, in any period of twelve (12) consecutive months, which understate by more than two percent (2%) the Gross Revenue of the Franchised Business, or materially distort any other material information.

(o) You consistently fail to pay your creditors, employees, or suppliers on a timely basis.

(p) You have your business permit or license suspended or revoked.

(q) Your Principal Owner fails to attend our Annual Convention for two (2) consecutive years.

(r) You are delinquent in any of your taxes, including without limitation, payroll or withholding taxes.

(s) You fail to conduct a satisfactory background check on any employee prior to his/her hire.

17.3. Termination Following Expiration of Cure Period. We have the further right to terminate this Agreement, effective upon expiration of the cure period set forth below, if:

(a) Your Principal Owner fails to obtain a CSA certificate within ninety (90) days following the Opening Date or you fail to provide satisfactory evidence of your Principal Owner's and/or manager's CSA designation to us within forty-eight (48) hours of our request.

(b) You fail to enter into Community Referral Agreements with at least thirty percent (30%) of the Communities (with at least twenty (20) beds) located within your Territory that are not National Accounts within ninety (90) days after the Opening Date.

(c) You commit a breach of any provision of this Agreement other than those breaches identified in Sections 17.1 and 17.2 above (whether or not such breach is corrected after notice) or fail to comply with any provision of this Agreement or any specification, standard or operating procedure

prescribed by us and do not correct such failure within thirty (30) days after written notice is delivered to you.

(d) You fail to pay any Royalty Fees, NAF Contributions or other monies due to us or our Affiliates, within three (3) days after written notice is delivered to you; or

(e) You fail to resolve to our satisfaction any Client complaint in the manner and within the time frame set forth in the Manual Suite, and you do not correct such failure within seven (7) days after written notice is delivered to you.

(f) You fail to contact a Client within forty-eight (48) hours after receiving a Client inquiry.

Your opportunity to cure a default under this Agreement or any Collateral Agreement shall not in any way constitute a waiver of performance of your obligations under this Agreement, or a waiver of any other provision of this Agreement.

17.4. Statutory Limitations. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section 17, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

17.5. Obligations After Termination or Expiration. Upon termination or expiration of this Agreement, you must:

(a) Immediately pay all fees and charges due and owing to us or our Affiliates. We shall have the right to collect all revenues owed to you under your Community Referral Agreements, in which case we will remit to you the balance remaining, if any, after retaining all fees and charges due and owing to us.

(b) Return to us all copies of the Manual Suite.

(c) Cancel all assumed name registrations or other registrations relating to, or incorporating, the Marks.

(d) Turn over to us the Client Data and make no further use of that Client Data (or any related information) for any purpose whatsoever.

(e) Return to us, or destroy according to our direction, all literature, signs, unused Client agreement and Community Referral Agreement forms, promotional materials and other materials containing the Marks or otherwise identifying you as having any association with us.

(f) Stop all use of any of the Marks or any colorable imitation of them in any business.

(g) Comply with the post-term covenant not to compete, found in Section 21, below.

(h) Immediately cease all communications with Clients, Communities and Lead Sources.

(i) Notify your telephone company and all listing agencies of the termination of your right to use any telephone numbers used or advertised with the Marks, and transfer those number(s) to us or our designee; if you do not voluntarily transfer these numbers and listings, the telephone company and all listing agencies may accept this Agreement as evidence of your authorization to do so, and of our exclusive rights in the telephone numbers and directory listings, and of our authority to direct their transfer on your behalf;

(j) Cease use of, and at our request transfer to us any Websites and Electronic Identifiers, whether or not authorized by us, used by you while operating the Franchised Business; if you do not voluntarily transfer these Websites and Electronic Identifiers, the registrars and hosts of any such Websites and Electronic Identifiers may accept this Agreement as evidence of your authorization to do so, and of our exclusive rights in the Websites and Electronic Identifiers, and of our authority to direct their transfer on your behalf. You acknowledge that when the Websites and Electronic Identifiers are transferred, all content hosted on the Websites will also be transferred to us including all data housed on the Websites as well as all members, friends, contacts, Lead Sources, Communities and Clients who are linked to the Websites; and

(k) Immediately cease identifying yourself or the Franchised Business as associated in any way with us, the System and the Marks, or as formerly associated with any of the foregoing.

17.6. Option to Assume the Franchised Business Operations. Upon the expiration or termination of this Agreement for any reason, we will have the option to assume the OSA Business operations in the Territory and you are prohibited from offering or providing Senior Placement Services to Clients in the Territory. If we intend to exercise this option, we must give notice to you within fifteen (15) days after the effective date of the termination or expiration and you must provide us with a copy of the Client Data and all other information and access necessary for us (or our designee) to continue servicing the Clients and related business relationships at no cost to us (since the Client Data is our property). We may assign this option to another person or entity. You agree to facilitate our conversations with such Clients to ensure an orderly transition of the OSA Business operations.

17.7. Pre-Termination Options of Franchisor and Usage. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our Affiliates or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the right to:

(a) Remove the listing of the Franchised Business from all advertising published or approved by us;

(b) Prohibit you from attending any meetings or seminars held or sponsored by us or taking place on our premises.

(c) Terminate access to any computer or inventory control or related system provided to you by us; and/or

(d) Suspend all services provided to you by us or our Affiliates under this Agreement or otherwise, including but not limited to, inspections, training, marketing assistance, annual business reviews, and the sale of products and supplies.

Our actions, as outlined in this Section 17.8, may continue until you have brought your accounts with us and any of our Affiliates current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this Section 17.8 shall not suspend or release you from any obligation that would otherwise be owed to us or our Affiliates under the terms of this Agreement or otherwise.

18. ASSIGNMENT

18.1. Assignment by Us. We shall have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of our rights and obligations under this Agreement to any person or entity, and to undergo a change in ownership and control, without your consent. You acknowledge and agree that, upon

any such assignment, we will be released from all future liability under this Agreement and any Collateral Agreement.

18.2. Assignment by You. This Agreement and the rights it grants are personal to you. You and/or any individual or entity that directly or indirectly controls you may not sell, assign or transfer this Agreement, any of your rights or obligations under this Agreement, or your ownership interests in you or the Franchised Business without our prior written consent which consent shall not be unreasonably withheld. You may not acquire or maintain an interest (including a security interest) in this Agreement or Franchised Business following the date of assignment to a third party where you do not have a majority ownership interest.

19. SALE OF ASSETS OR OWNERSHIP INTERESTS TO A THIRD PARTY

19.1. Sale of Assets of Franchised Business. The franchise rights granted to you for the Franchised Business are personal to you and may not be sold, assigned or transferred. However, we will grant a franchise to a person to whom you sell the assets of the Franchised Business or ownership interests in you if you are an entity, provided that:

(a) The prospective purchaser meets our then-current standards for franchisees.

(b) You and your members, partners or shareholders execute our then-current termination and release agreement, after which you and your members, partners or shareholders will continue to be liable for all post-termination obligations, including, without limitation, all post-termination non-compete obligations, indemnification obligations for matters occurring before the date of assignment, the return of the Manual Suite, and non-use of our Marks and other proprietary/confidential information restrictions.

(c) You cure any defaults under this Agreement and any Collateral Agreement.

(d) The prospective purchaser (and, as applicable, its owners) executes our then-current form of franchise agreement and related exhibits and addenda and any Collateral Agreements.

(e) You pay all fees due and owing to us and our Affiliates no later than the closing date on the transfer. We must receive a transfer fee of $5,000 and, if a third-party acts as a broker, agent or consultant in connection with the sale, we also must receive the greater of (1) the value of the broker's commission up to $24,000, or (2) ten percent (10%) of the total purchase price up to $30,000, which you and we agree will cover the cost of third-party commissions that we are required to pay in connection with the sale. All fees shall be paid by electronic funds transfer.

(f) The prospective purchaser has scheduled the Initial Training Program and any other training that we require in connection with an assignment, including On Site Training.

(g) The prospective purchaser is not operating a senior placement business other than a business under a franchise agreement with us; and

(h) You reveal to us in advance of the sale all of the terms and conditions of your sale of business assets or ownership interests; and we review in advance of, and after signing by you, all documents to be signed by you and the purchaser that relate to the transfer of assets, real estate, leases, stock, inventory and any similar documents.

Any transfer, assignment or sale of the assets of, or ownership interests in, you or the Franchised Business that does not meet the above conditions and that does not have our prior written approval will be deemed void and of no effect and a breach of this Agreement.

19.2. Change of Ownership of Franchisee. If you are a business entity such as a corporation, partnership or limited liability company, any change in the ownership or in the identity of the shareholders, members, partners, directors or investors constitutes an "assignment" requiring our prior written approval. In that regard, the same assignment criteria set forth in Section 19.1 of this Agreement apply to all changes of ownership, except that we may choose to waive the payment of a transfer fee and the Initial Training Program and/or On-Site Training requirements, depending on the nature of the ownership change.

19.3. Right of First Refusal. If at any time during the term of this Agreement, you (or any party holding any ownership interest in you) receive a bona fide offer to purchase or lease the Franchised Business or your assets or ownership interests you, which offer you are willing to accept, you shall communicate in writing to us the full terms of the offer, the name of the offeror and any financial statements for the Franchised Business that we require. We (or our designee) may elect to purchase or lease the interest that the seller proposes to transfer on substantially the same terms set forth in the offer. If we (or our designee) elect to purchase or lease the interest, we shall give you written notice of the election within fifteen (15) days after we receive your communication of the offer. If we fail to give you written notice of election within fifteen (15) days, you may sell or lease the interest on the terms offered, subject to the provisions in this Agreement relating to the assignment. The sale or lease to the offeror must, however, be completed within sixty (60) days after the expiration of the fifteen (15) day period during which we (or our designee) may give written notice of election to purchase or lease; otherwise, an additional notice must be given to us and an additional option period must expire prior to any such transfer. If we (or our designee) elects to purchase or lease the interest, we shall have the right to substitute equivalent cash for any non-cash consideration included in the bona fide offer to purchase or lease the interest and we and you shall use our best efforts to complete the purchase or lease within sixty (60) days from the date of our notice of election to purchase or lease.

19.4. No Waiver. Our consent to any assignment shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the assignee, nor a waiver of our right to give or withhold approval to future assignment requests.

20. DEATH OR DISABILITY

20.1. Death or Permanent Disability. The Manual Suite contains a procedure for transferring this franchise to an Immediate Family Member in the event of the death or disability of you or a person with an ownership interest in you, without payment of an Initial Franchise Fee or a transfer fee. If you do not follow the process in the Manual Suite, this Agreement shall terminate automatically without notice thirty (30) days after the death or permanent disability. Permanent disability occurs when your or your owner's usual active participation in the Franchised Business has ceased for a period of thirty (30) consecutive days. Upon your death or permanent disability, or the death or permanent disability of one of your owners or guarantors, the executor, administrator or other personal representative of such person shall transfer his or her interest in this Agreement or his or her interest in you to a third party approved by us in accordance with all of the applicable provisions of Section 18 and 19 within a reasonable period of time, not to exceed ninety (90) days from the date of death or permanent disability.

21. COVENANT NOT TO COMPETE AND CONFIDENTIALITY

21.1. General Acknowledgement. You recognize that (a) the business of providing Senior Placement Services is very competitive; (b) the System is intended to be national in scope; (c) by virtue of this Agreement and your relationship with us, you will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by us for the purpose of maintaining and further developing your business and the business and goodwill of the System; (d) for these

very reasons, you will have the attendant ability to divert client trade; and (e) consequently, we have strong legitimate interests in obtaining the covenants herein for the protection of our business and goodwill and the entire System. You therefore agree to be bound by the following covenants and expressly acknowledge, for yourself and each individual bound by these covenants, that you and s/he each possess skills and abilities of a general nature and have other opportunities for exploiting those skills, so that enforcement of the covenants made in this Section will not deprive you, him or her of an ability to earn a living.

21.2. In-Term Covenant. During the Initial Term of this Agreement, neither you, your Principal Owner, your manager, or your other managerial or supervisory employees, nor any of your owners, guarantors, officers, directors, partners and/or managing members, nor any Immediate Family Members of all such individuals, will, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any business providing Senior Placement Services within the United States other than as a franchisee of ours under this Agreement (or another franchise agreement with us).

21.3. Post-Term Covenant. For a period of twenty-four (24) months after the expiration, assignment or termination of this Agreement for any reason, or the date on which you cease to operate the Franchised Business or use the Marks, whichever is later, neither you, your Principal Owner, your manager, or your other managerial or supervisory employees, nor any of your owners, guarantors, officers, directors, partners and/or managing members, nor any Immediate Family Members of all such individuals, will, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any business providing Senior Placement Services (1) within your Territory, plus the area formed by extending the boundaries of the Territory fifty (50) miles in all directions, or (2) within the territory of any OSA Business in existence on the date of termination, assignment or expiration of this Agreement, plus the area formed by extending the boundaries of that territory ten (10) miles in all directions.

21.4. Confidentiality and Noncompetition Agreements. You also agree to be bound by the terms and conditions of the Confidentiality and Noncompetition Agreement attached hereto as Attachment III. If you are a corporation or other legal entity, all of your owners, officers, directors, partners and/or members, and all of the Immediate Family Members of all such individuals, must enter into a Confidentiality and Noncompetition Agreement substantially in the form of Attachment III as approved by us. You shall also require each of your managers, key employees, and any independent contractors performing the same functions, at the time of their employment or contracting with you, to enter into a Confidentiality and Noncompetition Agreement substantially in the form of Attachment III as approved by us. You, on behalf of yourself and each of the other individuals, acknowledge to us that this restriction is reasonable to protect the System, and that this restriction will not prevent anyone from earning a living. At our request, you shall enforce any such Confidentiality and Noncompetition Agreement on our behalf.

22. REMEDIES AND INDEMNITIES

22.1. Arbitration; Mediation. Except as qualified below, any dispute between you and us or any of our or your Affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the Franchised Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place within the county where we maintain our corporate headquarters at the time of the filing of the arbitration, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the

law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under circumstances: (a) stay the effectiveness of any pending termination of this Agreement; (b) assess punitive or exemplary damages; or (c) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our corporate headquarters at the time of the filing of the arbitration or the state where the Franchised Business is located.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under Section 22.2. Mediation will be conducted at a mutually-agreeable location in the county where we maintain our corporate headquarters, and by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible, within thirty (30) days of the notice from the party seeking to initiate the mediation procedures. If not resolved within thirty (30) days, or if one party refuses to participate in mediation within this same time frame, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

These provisions are self-executing and will remain in full force and effect after expiration or termination of this Agreement.

22.2. Injunctive Relief. Notwithstanding Section 22.1 above, you recognize that the Franchised Business is one of a large number of businesses identified by the Marks and similarly situated and selling to the public similar services, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that we might otherwise have by virtue of any breach of this Agreement by you. Finally, we and our Affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

22.3. Jurisdiction and Venue in Legal Actions. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 22.1, must be brought in the applicable federal or state court located closest to the geographic area where we maintain our corporate headquarters at the time of the action. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this Section 22.3 will survive termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section 22.3 and, with a complete understanding thereof, agree to be bound in the manner set forth above.

22.4. Costs of Enforcement. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including

reasonable attorneys' fees, costs of investigation, court and arbitration costs, expert witness fees, and other litigation or arbitration expenses.

22.5. Damages for Trademark Infringement. If you violate our federal, state or common law trademark or service mark rights, our right to injunctive relief will not preclude our recovery of money damages from you as provided by federal, state or common law.

22.6. Indemnification of the Franchisor. If we or any of our Affiliates, successors, assigns, directors, officers, members, owners, investors, employees and/or agents are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding or any investigation, or enter into any settlement by reason of:

(a) A claimed act or omission by you, Clients of the Franchised Business, your employees, agents, assignees, owners, directors, investors or officers; or,

(b) Any act or omission with respect to the Franchised Business or that of your Affiliates, officers, directors, or agents,

You and all guarantors of your obligations under this Agreement shall at all times indemnify, defend and hold us, our Affiliates, successors, assigns, directors, officers, members, owners, investors, employees and agents harmless against all judgments, settlements, penalties and expenses, including attorneys' fees, court costs, and other expenses of litigation, incurred or imposed in connection with the resulting investigation or defense. Your obligation extends equally to any proceeding brought by or against us for collection of money judgments arising out of the above recited actions; and your obligation continues after the termination or expiration of this Agreement.

You must give us notice of any such action, suit, proceeding, claim or demand, inquiry or investigation as soon as possible. We may voluntarily, but we are not obligated to, assume the defense or settlement of the proceeding or claim. We have the sole right to choose our own attorneys and to consent to judgment or to agree to settlement, if there are reasonable grounds.

23. CONTRACT INTERPRETATION; MODIFICATION; NOTICE

23.1. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, or the United States Arbitration Act (9 U.S.C. § 1 et seq.), as amended, this Agreement and the parties' relationship hereunder shall be governed by Tennessee law without regard to applicable conflicts of laws principles.

23.2. Guaranty. All owners of a fifteen percent (15%) or more equity interest in you if you are a corporation, limited liability company, partnership or other legal entity must execute the form of personal guaranty and assumption of Franchisee's obligations at the end of this Agreement. Any person or entity that at any time after the date of this Agreement, through one or more transactions, acquires a fifteen percent (15%) or more equity interest in you pursuant to the provisions of this Agreement or otherwise must execute the form of personal guaranty and assumption of Franchisee's obligations at the end of this Agreement within ten (10) days from the date such person or entity acquires such equity interest. Before approving and entering into any transaction that would result in the transfer of a fifteen percent (15%) or more equity in you to any individual or entity, you must notify such person or entity about the content of this Section.

23.3. Right to Information. You consent to us obtaining, using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose whatsoever or as may be required by law, any financial or other information contained in or

resulting from information, data, materials, statements and reports received by us or our Affiliates (or disclosed to us or our Affiliates) in accordance with this Agreement.

23.4. Construction. All references in this Agreement to the singular apply to the plural where appropriate, and all references to the masculine include the feminine. If any part of this Agreement is declared invalid, that declaration will not affect the validity of the balance of this Agreement. If applicable law or rule requires a longer notice period than that stated in this Agreement, the statutory or regulatory notice requirements will be substituted. Section headings are for convenience only and do not define, limit or construe the contents thereof. The parties agree that if any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other, which would render the provision valid and enforceable, the provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against us or you. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent possible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement is adjudicated to be invalid or unenforceable, such adjudication is to apply only with respect to the operation of such provision and the particular jurisdiction in which such adjudication is made. All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if completely invalid and unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. The parties shall substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other application of the franchisee or the franchisor which is determined to be invalid or unenforceable and is not waived by the other party.

23.5. Waiver. No waiver by us of any breach or series of breaches of this Agreement will constitute a waiver of any additional breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you, or our failure, refusal or neglect to exercise any right to insist upon your full compliance with obligations under this Agreement or with any specification, standard or operating procedure or rule, will not constitute a waiver of any provision of this Agreement. No exercise or enforcement by us of any right or remedy hereunder shall preclude the exercise or enforcement by us of any right or remedy hereunder which we are entitled by law to enforce. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, at our sole discretion and as we may deem applicable in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density or population, business potential, population of trade area, existing business practices, practices, or any other condition which we deem to be of importance to the successful operation of any such franchisee's business. You agree you shall not complain on account of any variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require us to grant you a like or similar variation hereunder.

23.6. Waiver of Collateral Estoppel. You and we agree that we should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which we are involved with third parties, without having the disposition of such disputes directly affect this Agreement or resulting business relationship. We and you therefore each agree that a decision of a court of law in litigation to which one of them is not a party shall not in any manner prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between you and us. You and we waive the right to assert the principles of collateral estoppel in any action between us relating to this Agreement so that one party is prevented from raising against the other party to this Agreement the loss by that party of a similar claim or defense in another action.

23.7. Waiver of Bond Requirements. You agree that if you violate this Agreement and we seek injunctive relief, you waive any requirement that we post a bond in connection with the granting of such relief. You further agree that if the court will not waive the requirement for a bond, the required bond shall be in a nominal amount, as determined by the court, but not to exceed $5,000.

23.8. Waiver of Punitive Damages. You and we (including your owners and guarantors) hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and against any Affiliates, owners, employees or agents of the other and agree that in the event of a dispute between or among any of them, each shall be limited to the recovery of actual damages sustained by it and any equitable relief to which it might be entitled.

23.9. WAIVER OF JURY TRIAL. IF YOU OR WE INITIATE LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN US (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL PARTIES TO THE LITIGATION WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER SHALL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN YOU AND US (INCLUDING ANY OWNERS OF OURS OR YOURS AND INCLUDING ACTIONS INVOLVING AFFILIATES, EMPLOYEES OR AGENTS OF OURS OR YOURS).

23.10. Notices. All notices required or permitted to be given hereunder to one party by the other shall be in writing and shall be deemed given (a) at the earlier of actual receipt or three (3) days after sent by certified or registered mail, (b) one (1) business day after sent by a commercial delivery service providing next day service, (c) when sent by facsimile or electronic mail (followed up by mail), or (d) when delivered to the other party, whichever is earlier. All notices sent by mail or commercial delivery service shall be sent to us at our then-current principal business address, and if to you, at the notice address listed on the signature page of this Agreement, or the most current address of which we have been notified in writing.

23.11. Scope and Modification of this Agreement. This Agreement and the attachments hereto constitute the entire agreement between you and us and supersede all earlier and contemporaneous oral or written agreements or understandings between you and us about the subject matter of this Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. No modification or change to this Agreement will have any effect unless memorialized in writing and signed by you and our authorized agent or employee.

23.12. Independent Contractors. You and we are independent contractors and no training, assistance or supervision, which we may give or offer to you, will defeat this status. We will not be liable for damages to any person or property arising directly or indirectly out of the operation of the Franchised Business. We will not be liable for taxes levied upon you or the Franchised Business. The relationship created by this Agreement is not a relationship between principal and agent, nor is it a fiduciary relationship.

23.13. Survival of Obligations. The obligations in this Agreement, which by their terms require performance after the expiration or termination of this Agreement, will be enforceable despite the expiration or termination of this Agreement for any reason whatsoever.

23.14. Successors. Subject to the restrictions on assignment recited above, this Agreement is binding upon, and inures to the benefit of, the permitted successors, assignees, heirs and personal representatives of the parties.

23.15. Effective Date. This Agreement becomes effective on the Effective Date, which is the date that we counter-sign this Agreement.

23.16. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Agreement.

23.17. Time. Time is of the essence of this Agreement for each provision in which time is a factor.

23.18. Delegation of Performance. We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

23.19. Business Judgment. We may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including without limitation our judgment of what is in the best interests of the franchise network, at the time our decision is made or our right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (b) our decision or the action taken promotes our financial or other individual interest; (c) our decision or the action we take applies differently to you or other franchisees or our company-owned or Affiliate-owned operations; or (d) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. You and we intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, you and we agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

23.20. Patriot Act Representations. You represent and warrant that to your actual and constructive knowledge: (a) neither you (including your directors, officers and managers), nor any of your Affiliates, or any funding source for the Franchised Business, are identified on the list at the United States Treasury's Office of Foreign Assets Control; (b) neither you nor any of your Affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (c) neither you nor any of your Affiliates is acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (d) neither you nor any of your Affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively,

the Lists); (e) neither you nor any of your Affiliates, during the term of this Agreement, will be on any of the Lists; and (f) during the term of this Agreement, neither you nor any of your Affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

23.21. Notice of Potential Profit. We and/or our Affiliates will from time to time make available to you goods, products and services for use in your Business on the sale of which we and/or our Affiliates will make a profit. Further, we and/or our Affiliates may from time to time receive consideration from suppliers and manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our Affiliates are entitled to said profits and/or consideration.

24. ACKNOWLEDGEMENTS

You are aware of the fact that some present and future franchise owners of ours may operate under different forms of agreements, and consequently, that our obligations and rights in respect to our various franchisees may differ materially in certain circumstances. You further acknowledge that we and our Affiliates have our own business interests that are not intended to be restricted by this Agreement. Except as expressly provided in this Agreement, we and our Affiliates may pursue our own business interests without obligation to, and irrespective of, the impact of our actions upon, you and your Franchised Business. These actions include, but are not limited to, ownership, operation or disposition of our company or Affiliate-owned locations or other businesses, and the sale of products through other methods of distribution.

[Signature Page Follows.]

The parties have duly executed and delivered this Agreement as of the dates noted below.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

The **Effective Date** of this Agreement is:
_____

This Agreement expires at midnight on:
_____

If you are an Individual Franchisee, sign below:

_____
Printed Name of Individual Franchisee

_____
Your Signature

Date Signed:_____

Notice Address: _____

_____

If you are a Business Entity Franchisee, sign below:

_____
Printed Name of Entity

_____
State of Formation

By: _____

Name: _____

Title: _____

Date Signed: _____

Notice Address: _____

_____

OASIS SENIOR ADVISORS

EXHIBIT A - PERSONAL GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as inducement to the execution by Oasis Senior Advisors Franchise Systems, LLC (the "Franchisor") of that certain Oasis Senior Advisors Franchise Agreement (the "Agreement") by and between the franchisee named therein and on the last page of this Guaranty (the "Franchisee") and the Franchisor of even date herewith, each of the undersigned hereby personally irrevocably, and unconditionally: (1) jointly and severally guarantees to the Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that the Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) jointly and severally agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including without limitation, the covenants in Section 21 of the Agreement, the dispute resolution provisions in Section 22 of the Agreement and the indemnification obligations in Section 22.6 of the Agreement:

Each of the undersigned waives:

(1) acceptance and notice of acceptance by the Franchisor of the foregoing undertakings;

(2) notice of demand for (a) payment of any indebtedness, or (b) performance of any obligations hereby guaranteed;

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

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

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

Each of the undersigned consents and agrees that:

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

(2) any payment or performance required under the Agreement shall be rendered upon demand if Franchisee fails or refuses punctually to do so;

(3) such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against Franchisee or any other person;

(4) such liability shall not be dismissed, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may occasionally grant to Franchisee or to any other person, including 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; and

(5) such liability shall not be dismissed, relieved or otherwise affected by the bankruptcy or insolvency of the Franchisee entity.

The undersigned further agrees that they will abide by all of the covenants of the Franchisee under the Franchise Agreement as if the undersigned were the Franchisee, including without limiting the noncompetition covenants of the Franchisee and the covenants regarding trade secrets and proprietary information.

If the Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, the Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If the Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse the Franchisor for any of the above-listed costs and expenses the Franchisor incurs.

Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between the Franchisor and the undersigned, must be commenced in a state or federal court of competent jurisdiction where the Franchisor's corporate headquarters are located at the time of the action, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that the Franchisor may enforce this Guaranty and judgment orders in the courts of the state or states in which he or she is domiciled.

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

GUARANTOR(S)

_____

Name: _____

_____

Name: _____

Franchisee Name: _____

Effective Date of Franchise Agreement: _____

OASIS SENIOR ADVISORS

ATTACHMENT I – TERRITORY AND OWNERSHIP

1. The Initial Franchise Fee is: _____.

2. The Territory for this Agreement consists of the geographic area contained within the following USPS Postal ZIP Codes, as they exist on the Effective Date:

City/State	Zip Code	Number
	Total	

The Territory is depicted on the map attached to this Attachment I.

3. The address of the Franchised Business within the Territory is:

_____
_____

4. Number of Communities in the Territory as of the Effective Date:_____. A list of Communities in the Territory as of the Effective Date of the Franchise Agreement is attached to this Attachment I.

5. The owners (of Franchisee if Franchisee is a corporation, partnership, or limited liability company) together with their percentage ownership of Franchisee, are as follows:

Name of Owner	Address of Owner	Percent of Ownership of Franchisee (if Entity)

TERRITORY MAP

LIST OF COMMUNITIES

OASIS SENIOR ADVISORS

ATTACHMENT II – ELECTRONIC FUNDS TRANSFER
(Payee: Oasis Senior Advisors Franchise Systems, LLC)

_____
Account Number

_____
ABA Routing #

_____
Bank Name (Please Print)

_____
Address

The undersigned hereby authorizes Oasis Senior Advisors Franchise Systems, LLC ("OSA") to initiate debit entries by either electronic or paper means to the undersigned's bank account indicated above at the Bank indicated above, (the "Bank"), and authorizes the Bank to debit the same to such account and to make payment to OSA, or its assigns, at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075, or such other address as may be designated by OSA. The undersigned agrees that in making payment for such charges, the Bank's rights shall be the same as if each were a charge made and signed personally by the undersigned. The Bank shall have no obligation whatsoever regarding the calculation or verification of the amount of any such payments.

This authority shall remain in full force and effect until OSA and the Bank have received a minimum of 90 days' advance written notice from the undersigned of the termination of authority granted herein. Until the Bank actually receives such notice, the undersigned agrees that the Bank shall be fully protected in paying any amounts pursuant to this authority. The undersigned further agrees that if any such payments are not made, whether with or without cause, and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever to the undersigned.

_____
Printed Name of Franchisee or Franchisee Corporation

_____
Signature of Franchisee (and Title, if signing on behalf of a Corporation)

Date Signed: _____

OASIS SENIOR ADVISORS

ATTACHMENT III –
CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS CONFIDENTIALITY AND NONCOMPETITION AGREEMENT (this "Agreement") is entered into as of the date noted on the signature page of this Agreement by the undersigned individual (the "Undersigned") for the benefit of Oasis Senior Advisors Franchise Systems, LLC ("Franchisor"), and if applicable, _____, a franchisee of the Oasis Senior Advisors system ("Franchisee") under that certain Oasis Senior Advisors Franchise Agreement dated as of _____ (the "Franchise Agreement"), whereby Franchisor granted a license to Franchisee to use the Oasis Senior Advisors trademarks (the "Marks") and methods in connection with selling and providing residential Senior Placement Services (collectively, the "System"). All capitalized terms not defined herein have the meanings set forth in the Franchise Agreement.

R E C I T A L S:

A. The Undersigned is a prospective purchaser of an Oasis Senior Advisors franchise; or alternatively, is Franchisee's owner, officer, director, partner, member, manager, key employee, or an independent contractor performing the same functions of Franchisee; or alternatively, the Undersigned is the spouse of one of the foregoing; as specified below with the Undersigned's signature (the "Position"). If the Undersigned is an owner, officer, director, partner and/or member of Franchisee then the Undersigned is sometimes referred to in this Agreement as a "Controlling Agent."

B. The Position will place the Undersigned in a position of trust and confidence in which the Undersigned will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by Franchisor, Franchisee and other franchisees, including without limitation operations manuals, trade secrets, information, know-how, ideas, techniques, research, methods, improvements and copyrighted materials, owned or developed by Franchisor, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, and information relating to System specifications, operating methods, equipment, standards, services, marketing and promotional programs, procedures and techniques which are not in the public domain or generally known in the senior placement business, and any other information and material which Franchisor may designate as confidential (collectively, the "Information").

C. The Undersigned consequently agrees that it is reasonable and necessary for the protection of the System and for the benefit of Franchisor, and if applicable, Franchisee, to keep the Information confidential and not to compete with any Oasis Senior Advisors business, all pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and as an inducement to Franchisor to divulge Information to the Undersigned as a prospective franchisee, or to enter into a Franchise Agreement with Franchisee, and/or in consideration of the Undersigned's relationship with Franchisee, the Undersigned agrees as follows:

1. Ownership of Information. The Undersigned expressly acknowledges that Franchisor has sole ownership of the Marks and the Information, including without limitation the operations manual and all information contained therein, and that the Information has been provided to the Undersigned in trust and

confidence, and that no ownership in the same or in any goodwill relating to the same shall inure to the Undersigned by virtue of the Position.

2. Confidentiality. The Information, all information and knowledge about the System which is not in the public domain, and such other information and material as Franchisor may designate as confidential shall be deemed Information for purposes of this Agreement. The Undersigned agrees to keep all of the Information confidential, and to use the Information only for the purposes and in the manner authorized by Franchisor. The Undersigned agrees that s/he will not, at any time, while holding the Position or thereafter, in any manner or form, directly or indirectly, disclose, duplicate, sell, or otherwise make known any Information, or any portion thereof, including without limitation Information concerning Franchisor, Franchisee, the Franchise Agreement, the System, other franchisees of Franchisor, or Clients or suppliers of any of them, to any person or entity other than individuals in the System who have a need for the Information in order to perform their jobs.

3. Usage. The Undersigned agrees that s/he shall not, at any time: (a) use or display any names, marks, color combinations, designs, signs, symbols or other designations which are confusingly similar to the Marks in connection with any other business or activity in which the Undersigned has an interest except as authorized by Franchisor in writing; (b) engage in any trade practice or other activity which is harmful to the goodwill of, or reflects unfavorably upon the reputation of, Franchisor, Franchisee or the System, or which is in violation of any applicable law; or (c) directly or indirectly contest the validity or ownership of the Marks or the Information or the license of Franchisee or the rights of Franchisor thereto.

4. Return of Confidential Material. If the Undersigned ceases to hold a Position as described in Paragraph A above, s/he shall promptly return to Franchisee or Franchisor all copies in any medium of anything containing or relating to the Information, and all property belonging to Franchisee and Franchisor, or either of them, in the Undersigned's possession, custody or control, including without limitation any of such items produced or prepared by the Undersigned.

5. Noncompetition. The Undersigned recognizes that: (a) the business of providing Senior Placement Services (hereinafter, "Senior Placement Business") is very competitive; (b) the System is intended to be national in scope; (c) by virtue of his or her Position, the Undersigned will have access to and will receive certain confidential and proprietary information regarding the System and the business being conducted by Franchisor for the purpose of maintaining and further developing Franchisee's business and the business and goodwill of the System; (d) for these very reasons, the Position also provides the Undersigned with the attendant ability to divert client trade; and (e) consequently, Franchisor and Franchisee have strong legitimate interests in obtaining the covenants herein for the protection of their respective businesses and goodwill. Therefore, the Undersigned (and all persons or entities within or under the Undersigned's control, including spouses and domestic partners, children 18 years and over, parents, and siblings ("Immediate Family Members") of such persons or entities) agree to be bound by the following covenants and expressly acknowledge for each individual bound by these covenants, that he or she possesses skills and abilities of a general nature and has other opportunities for exploiting those skills, so that enforcement of the covenants made in this Section will not deprive him or her of an ability to earn a living:

5.1 During the term of the Franchise Agreement, neither the Undersigned (nor any other person or entity within or under the Undersigned's control, including Immediate Family Members of such persons or entities) will, directly or indirectly, for themselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of Franchisee's franchised Oasis Senior Advisors business (the "Franchised Business") to, or have any financial or other interest in, any Senior Placement Business within the United States, other than as a franchisee of Franchisor under an Oasis Senior Advisors Franchise Agreement (or another franchise agreement with Franchisor); and

5.2 For a period of twenty-four (24) months after the Undersigned ceases to hold a Position with Franchisee, neither the Undersigned (nor any other person or entity within or under the Undersigned's control, including Immediate Family Members of such persons or entities) will, directly or indirectly, for themselves or for Franchisee or any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any Senior Placement Business within the Territory serviced by Franchisee under the Franchise Agreement, plus the area formed by extending the boundaries of the Territory fifty (50) miles in all directions or within ten (10) miles of any territory of any Oasis Senior Advisors Business in existence on the date that the Undersigned ceases to hold a Position with Franchisee plus the area formed by extending the boundaries of that territory ten (10) miles in all directions.

6. Family Members. The Undersigned agrees that his/her obligations hereunder shall apply to the Undersigned's spouse and other Immediate Family Members.

7. Modification. Each of the covenants set forth in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. Franchisor reserves the right to reduce the scope of the restrictions under any covenant unilaterally and without the consent of any other person or entity, effective upon giving notice thereof. In the event that any restriction contained in this Agreement is found to be unlawful as to scope or duration or otherwise invalid, it is the parties' intention that the provision not be declared ineffective in its totality, but that the provision be declared invalid only to the extent of the illegality, and that the provision continue, as so revised, in full force and effect. This Agreement shall automatically be deemed amended to restate the limits of the restriction accordingly.

8. Injunctive Relief. In the event of an actual or threatened breach by the Undersigned of any of the provisions of this Agreement, the Undersigned, Franchisor, and Franchisee agree that the remedy at law will be inadequate, and that Franchisee and/or Franchisor shall immediately be entitled to injunctive relief restraining the Undersigned from such breach without having to show any actual damages. Nothing herein shall be construed as prohibiting Franchisee and/or Franchisor from pursuing any other available remedies for such breach.

9. Survival. The provisions of this Agreement shall survive the expiration or termination of the Franchise Agreement and any agreement or relationship between Franchisor and/or Franchisee and the Undersigned for any reason, and shall be enforceable notwithstanding the existence of any claim or cause of action of the Undersigned against Franchisor and/or Franchisee predicated on any contract or other basis whatsoever.

10. No Right to Franchise or Employment. Nothing contained in this Agreement shall in any way be deemed to confer upon the Undersigned any right to obtain a franchise agreement from Franchisor, or to employment with Franchisor or Franchisee.

11. Applicable Law. Except to the extent governed by federal trademark, copyright and arbitration statutes, this Agreement shall be governed by Tennessee law without regard to applicable conflicts of laws principles.

12. Venue. Any proceeding brought by Franchisor or Franchisee against the Undersigned may be brought and conducted in a state or federal court of competent jurisdiction where Franchisor's corporate headquarters are located at the time of the filing of the proceeding. If the Undersigned ever was a Controlling Agent, any proceeding initiated by the Undersigned must be brought and conducted in the state or federal court of competent jurisdiction where Franchisor's corporate headquarters are located at the time of the filing of the proceeding. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

13. General. This Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior oral and written negotiations, understandings and agreements. Except as otherwise expressly provided herein, this Agreement may be amended only by an instrument in writing signed by Franchisor and the Undersigned. The waiver of any breach or violation of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not limit or control interpretation. Words in this Agreement shall be deemed to refer to whatever number and gender the context requires. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Both Franchisee and Franchisor shall be third party beneficiaries of this Agreement and entitled to enforce it as though each of them was a signatory.

IN WITNESS WHEREOF, the parties have caused this Confidentiality and Noncompetition Agreement to be executed as of the date first set forth above.

THE "UNDERSIGNED":

_____	_____
(Signature)	(Residential Street Address)
_____	_____
(Print Name)	(City, State, Zip Code)
_____	_____
(Position)	(Telephone Number)
_____	
(Date)	

ACCEPTED BY:

_____
(Franchisor or Franchisee)

By: _____

Its: _____

Date: _____

EXHIBIT D

STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT

Illinois
Minnesota
New York
Rhode Island
Virginia
Washington

ILLINOIS ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 2 of the Franchise Agreement, under the heading "Grant and Term of Franchise," is amended by the addition of the following subsection:

   2.5 The conditions under which this franchise can be terminated and the parties' rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

2. The following sentence is added to the end of Section 5 (Initial Fees):

   Notwithstanding the foregoing, in the State of Illinois, we will defer the payment of the Initial Franchise Fee and the BASF until such time as we complete our initial obligations and you have opened the Franchised Business. At that time, you shall pay to us the Initial Franchise Fee and the BASF. This financial assurance was imposed by the Office of the Attorney General due to our financial condition.

3. Section 17 of the Franchise Agreement, under the heading "Default and Termination," is amended by the addition of the following subsection:

   17.9 The conditions under which this franchise can be terminated and the parties' rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

4. Section 22.3 of the Franchise Agreement under the heading "Jurisdiction and Venue in Legal Actions" is amended by adding the following to the end of the Section:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois.

5. Section 23.1 of the Franchise Agreement under the heading "Governing Law is amended by adding the following to the end of the Section:

   Notwithstanding the foregoing, Illinois law shall govern this Agreement.

6. Section 24 of the Franchise Agreement under the heading "Acknowledgements", is amended by the addition of the following sentence:

   Section 41 of the Illinois Franchise Disclosure act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title IX of the United States Code.

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

7. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

MINNESOTA ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Sections 2.3(d) ("Renewal") and 19.1(b) ("Sale of Assets of the Franchised Business") of the Franchise Agreement:

   Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

2. The following sentence is added to the end of Section 2.3 of the Franchise Agreement under the heading "Renewal":

   With respect to franchises governed by Minnesota Franchise Law, we shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that a franchisee be given 180 days' notice for non renewal of the Franchise Agreement.

3. The following sentence is added to the end of Section 5 of the Franchise Agreement:

   Notwithstanding the foregoing, in the State of Minnesota, we will defer the payment of the Initial Franchise Fee and the BASF until you open your Franchised Business. At that time, you shall pay to us the Initial Franchise Fee and the BASF.

4. Section 16 of the Franchise Agreement under the heading "The Marks" is amended by adding the following subsection to the end of the section:

   16.2 We will indemnify you against liability to third parties resulting from claims by third parties that your use of the Marks infringes upon the trademark rights of the third party. We do not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of this Agreement. As a further condition to indemnification, you must provide notice to us of any such claim immediately and tender the defense of the claim to us. If we accept tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

5. Section 17.7 of the Franchise Agreement under the heading "Early Termination Damages" is amended by adding the following to the end of the section:

   Any provision that requires you to consent to liquidated damages, termination penalties, or judgment notes may not be enforceable until Minnesota law.

6. Section 17 of the Franchise Agreement under the heading "Default and Termination," is amended by adding the following subsection to the end of the section:

17.9 With respect to franchises governed by Minnesota Franchise Law, we will comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure).

7. The second sentence of Section 22.2 of the Franchise Agreement under the heading "Injunctive Relief" is deleted and replaced with the following:

Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, after proper proofs are made and the appropriate authority has granted such relief, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. A court will determine if a bond or security must be posted.

8. Section 22.3 of the Franchise Agreement under the heading "Jurisdiction and Venue in Legal Actions" is amended by adding the following to the end of the section:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. Nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

9. Section 23.7 of the Franchise Agreement under the heading "Waiver of Punitive Damages" is hereby deleted in its entirety.

10. Section 23.9 of the Franchise Agreement under the heading "Waiver of Jury Trial" is hereby deleted in its entirety.

11. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

12. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

13. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

NEW YORK ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 18.1 of the Franchise Agreement under the heading "Assignment by Us," shall be amended by adding the following to the end of the section:

   We will not assign our rights under this Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under this Franchise Agreement.

2. Section 22.2 of the Franchise Agreement under the heading "Injunctive Relief," shall be amended by adding the following to the end of the section:

   Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

3. Section 22.6 of the Franchise Agreement under the heading "Indemnification of the Franchisor," shall be amended by adding the following to the end of the section:

   Notwithstanding the foregoing, you shall not be required to indemnify us for any claims arising out of a breach of this Agreement or other civil wrongs that we commit.

4. Section 23.1 of the Franchise Agreement under the heading "Governing Law," shall be amended by adding the following to the end of the section:

   Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

6. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Rhode Island; **(B)** Franchisee is a resident of the State of Rhode Island; and/or **(C)** the Franchised Business will be located and/or operated, and/or all or part of the Protected Area will be located, in the State of Rhode Island.

2. The following language is added to Section 23.1:

   Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by facsimile and any other electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Section 5 (Initial Fees):

   We will not require or accept the payment of any initial franchise fees (including the Initial Franchise Fee and the Business Administration Set-Up Fee ("BASF")) until you (a) have received all initial training that you are entitled to under this Agreement, and (b) are open for business. On the Opening Date, you must pay to us: (a) an Initial Franchise Fee in the amount set forth on Attachment I to use the System and the Marks; and (b) a BASF in the amount of $10,000.

2. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO
OASIS SENIOR ADVISORS FRANCHISE AGREEMENT

This Addendum to the Oasis Senior Advisors Franchise Agreement dated _____ ("Franchise Agreement") between Oasis Senior Advisors Franchise Systems, LLC ("we," "us," and "our") and _____ ("you" and "your") is entered into simultaneously with the execution of the Franchise Agreement.

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

2. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with us 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 us including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of yours, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of yours under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of a franchisee of ours or (ii) soliciting or hiring any employee of ours. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington

8. You may terminate the Franchise Agreement upon any grounds permitted by law.

9. The first sentence in Section 5 of the Franchise Agreement, under the heading "Initial Fees," is deleted and replaced with the following:

In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until you (a) have received all pre-opening and initial training obligations that you are entitled to under the Franchise Agreement or franchise disclosure document, and (b) open for business.

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

11. The provisions of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

12. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

13. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC	[INSERT FRANCHISEE NAME]
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT E

FINANCIAL STATEMENTS

ASSURANCE DIMENSIONS

Consolidated Financial Statements and Report of Independent Certified Public Accountants

Oasis Senior Advisors Franchise Systems, LLC

December 31, 2023 and 2022

Oasis Senior Advisors Franchise Systems, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Member of
Oasis Senior Advisors Franchise Systems, LLC:

Opinion

We have audited the accompanying consolidated financial statements of **Oasis Senior Advisors Franchise Systems, LLC** (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022 and the related consolidated statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note B to the consolidated financial statements, the Company has elected to apply pushdown accounting in accordance with ASC 805, Business Combinations, associated with the Silver Corporate Holdings, LLC acquisition of the Company which occurred in 2022. The pushdown accounting is reflected in the Company's financial statement as of the earliest period presented, which is as of December 15, 2022.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

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

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

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

Assurance Dimensions

Margate, Florida
April 29, 2024

Oasis Senior Advisors Franchise Systems, LLC
Consolidated Balance Sheets
As of December 31, 2023 and 2022

	2023	2022 (As Adjusted - Note B)
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 48,783	$ 6,272
Accounts receivable, net of allowance for credit losses	1,702,976	489,485
Contract asset, current portion	181,222	225,682
Prepaid expenses	103,717	35,928
Total current assets	2,036,698	757,367
NONCURRENT ASSETS		
Property and equipment, net	480,332	340,279
Goodwill, net	26,244,908	22,223,906
Intagible assets, net	11,016,000	5,771,528
Contract asset, net of current portion	1,226,960	1,391,422
Right of use asset	14,223	-
Other assets	8,436	7,950
TOTAL ASSETS	$ 41,027,557	$ 30,492,452
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 607,030	$ 281,624
Contract liability, current portion	525,191	529,205
Lease liability, current portion	5,406	-
Notes payable, current portion	7,032	7,032
Total current liabilities	1,144,659	817,861
LONG-TERM LIABILITIES		
Due to Parent Company	18,100,969	75,000
Contract liability, net of current portion	3,616,669	3,860,720
Lease liability, net of current portion	8,906	-
Notes payable, net of current portion	17,490	23,137
TOTAL LIABILITIES	22,888,693	4,776,718
COMMITMENTS AND CONTINGENCIES (NOTE L)		
MEMBER'S EQUITY	18,138,864	25,715,734
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 41,027,557	$ 30,492,452

The accompanying notes are integral part of these consolidated financial statements.

Oasis Senior Advisors Franchise Systems, LLC

Consolidated Statements of Operations
For the Years Ended December 31, 2023 and 2022

	2023	2022 (As Adjusted - Note B)
Revenue		
Franchise fees - training & services	$ 1,099,381	$ 804,189
Placement revenue	4,921,399	370,019
Royalty fees	2,268,477	2,410,084
Other revenue	1,007,344	782,312
Total Revenue	9,296,601	4,366,604
Franchise support services expenses	4,988,352	1,390,198
Gross profit	4,308,249	2,976,406
Selling, general, and administrative expenses	11,778,249	7,898,082
Net loss from operations	(7,470,000)	(4,921,676)
PPP loan forgiveness	-	251,600
Other income	-	1,031
Interest expense	(1,870)	(139,853)
Net loss	$ (7,471,870)	$ (4,808,898)

The accompanying notes are integral part of these consolidated financial statements.

Oasis Senior Advisors Franchise Systems, LLC
Consolidated Statements of Changes in Member's Equity
For the Years Ended December 31, 2023 and 2022

		Member's Equity
Balance - January 1, 2022	$	(3,477,786)
Member's contributions		1,138,744
Member's distributions		(612,644)
Phantom equity interest compensation		5,359,424
Net loss		(4,687,438)
Balance - December 31, 2022 (as reported)		(2,279,700)
Pushdown accounting adjustments (Note B)		27,995,434
Balance - December 31, 2022 (as adjusted)	$	25,715,734
Member's distributions		(105,000)
Net loss		(7,471,870)
Balance - December 31, 2023	$	18,138,864

Oasis Senior Advisors Franchise Systems, LLC

Consolidated Statements of Cash Flows

For the Years Ended December 31, 2023 and 2022

	2023	2022 (As Adjusted - Note B)
Cash flows from operating activities:		
Net loss	$ (7,471,870)	$ (4,808,898)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	4,129,065	192,270
Provision for current expected credit losses	346,891	12,437
Amortization of loan issuance costs	(5,647)	52,118
Phantom equity interests	-	5,359,424
PPP loan forgiveness	-	(251,600)
Changes in assets and liabilities, net of acquisitions:		
Accounts receivable	(968,699)	(179,816)
Contract receivable	-	8,000
Contract asset	208,922	224,708
Prepaid expenses	(67,789)	(11,386)
Deferred rent	-	(3,749)
Other assets	(486)	(7,950)
Accounts payable and other accrued expenses	33,249	148,926
Contract liability	(248,065)	(214,158)
Lease liability, net	89	-
Net cash (used in) provided by operating activities	(4,044,340)	520,326
Cash flows from investing activities:		
Purchase of property and equipment	(143,974)	(14,890)
Capitalized software	(153,156)	(171,207)
Cash used in business acquisitions, net of cash acquired	(13,159,158)	-
Goodwill and intangibles acquired through pushdown accounting	-	(28,116,894)
Net working capital acquired through business acquisitions	-	-
Net cash used in investing activities	(13,456,288)	(28,302,991)
Cash flows from financing activities		
Member's contributions	-	29,255,638
Member's distributions	(105,000)	(612,644)
Due to Parent Company, net	17,648,139	75,000
Repayments for notes payable	-	(993,841)
Repayments for EIDL Loan	-	(150,000)
Repayments of related party notes payable	-	(159,630)
Net cash provided by financing activities	17,543,139	27,414,523
Net change in cash and cash equivalents	42,511	(368,142)
Cash and cash equivalents at beginning of year	6,272	374,414
Cash and cash equivalents at end of year	$ 48,783	$ 6,272
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest expenses	$ 1,870	$ 87,735
Non-Cash Flow Disclosures Information:		
Recognition of right of use asset	$ 16,883	$ -
Parent Company's rollover equity issued for business acquisitions	$ 405,000	$ -

Note A – Organization and Description of Business

Oasis Senior Advisors Franchise Systems, LLC ("Oasis") was organized on September 30, 2013. Oasis engages in the sale and support of franchises operating throughout the United States. The franchises offer senior living placement, referral and advisory services for families needing to find an independent living community, assisted living community, memory care, nursing home or similar facility for senior citizens, including pre-engagement evaluations and assessments. On December 15, 2022, the Company was purchased by Silver Corporate Holdings, LLC ("Parent Company") and underwent a change of control. After the acquisition, Oasis Senior Advisors, LLC was no longer considered an affiliate under common control and management, and as a result, it was excluded from Oasis's consolidated financial statements, which this entity did not have any activity. Moreover, on December 22, 2022, Oasis Senior Advisors Holdings LLC ("Subsidiary"), a wholly-owned subsidiary of Oasis, was formed for purposes of purchasing independent franchise territories. In March 2023, the Subsidiary acquired S&B Senior Advisors Oregon Corp ("Oregon"). Oregon has no activities from the date of acquisition.

Note B – Significant Accounting Policies

Consolidation

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and includes the accounts of Oasis and its Subsidiary (collectively, the "Company"). All intercompany balances and transactions between Oasis and the Subsidiary have been eliminated.

Reclassifications

Certain prior year amounts have been reclassified to conform to current year's presentation. The reclassifications had no effect on previously reported results of operations. The Company reclassified certain expenses from Selling, General and Administrative Expenses to Franchise Support Services Expenses. There is no net impact on the results of the operations of the Company.

Change in Accounting Principle

The Company was acquired by Silver Corporate Holdings, LLC on December 15, 2022 (the "Silver Acquisition") and underwent a change of control. Management did not elect to apply pushdown accounting to the Company at the time of this acquisition. Subsequently, in 2023, management elected to apply pushdown accounting in accordance with Accounting Standards Codification ("ASC") 805, *Business Combinations*. As of December 15, 2022, the Company recognized the net assets received at their fair values. The Company elected to retroactively apply this acquisition as a change in accounting principle under ASC 250, *Accounting Changes and Error Corrections*, as of the earliest period presented, which is as of December 15, 2022.

The balance sheet at December 31, 2022 was adjusted to recognize the goodwill and intangible assets, net of amortization, as follows:

	2022 (As Reported)	Pushdown Adjustments	2022 (As Adjusted)
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 6,272	$ -	$ 6,272
Accounts receivable, net of allowance for doubtful accounts	489,485	-	489,485
Contract asset, current portion	225,682	-	225,682
Prepaid expenses and other current assets	35,928	-	35,928
Total current assets	757,367	-	757,367

Note B – Significant Accounting Policies (continued)

Change in Accounting Principle (continued)

	2022 (As Reported)	Pushdown Adjustments	2022 (As Adjusted)
Property and equipment, net	$ 340,279	$ -	$ 340,279
Contract asset, net of current portion	1,391,422	-	1,391,422
Goodwill, net	-	22,223,906	22,223,906
Intangible assets, net	-	5,771,528	5,771,528
Other assets	7,950	-	7,950
TOTAL ASSETS	$ 2,497,018	$ 27,995,434	$ 30,492,452
LIABILITIES AND MEMBER'S DEFICIT (EQUITY)			
CURRENT LIABILITIES			
Accounts payable and accrued expenses	$ 281,624	$ -	$ 281,624
Contract liability, current portion	529,205	-	529,205
Current portion of notes payable, net	7,032	-	7,032
Total current liabilities	817,861	-	817,861
NONCURRENT LIABILITIES			
Due to Silver Corporate Holdings, LLC	75,000	-	75,000
Contract liability, net of current portion	3,860,720	-	3,860,720
Notes payable, net of current portion	23,137	-	23,137
TOTAL LIABILITIES	4,776,718	-	4,776,718
MEMBER'S DEFICIT (EQUITY)	(2,279,700)	27,995,434	25,715,734
TOTAL LIABILITIES AND MEMBER'S DEFICIT	$ 2,497,018	$ 27,995,434	$ 30,492,452

As a result of Silver Acquisition, cost of property and equipment was adjusted to value at carrying amount as of December 15, 2022. The Company determined that the fair value of property and equipment at the acquisition date approximates carrying amount. This adjustment has no net impact to the carrying amount of property and equipment at December 31, 2022.

Note B – Significant Accounting Policies (continued)

Change in Accounting Principle (continued)

The statement of operation for the year ended December 31, 2022 was adjusted to recognize the amortization of goodwill and intangible assets, as follows:

	2022 (As Reported)	Pushdown Adjustments	2022 (As Adjusted)
Franchise fees - training & services	$ 804,189	$ -	$ 804,189
Recurring and other revenue	3,562,415	-	3,562,415
Total Revenue	4,366,604	-	4,366,604
Franchise support services expenses*	1,390,198	-	1,390,198
Gross profit	2,976,406	-	2,976,406
Selling, general, and administrative expenses*	7,776,622	121,460	7,898,082
Loss from operations	(4,800,216)	(121,460)	(4,921,676)
PPP loan forgiveness	251,600	-	251,600
Other income	1,031	-	1,031
Interest expense	(139,853)	-	(139,853)
Net (loss) income	$ (4,687,438)	$ (121,460)	$ (4,808,898)

* The Company reclassified certain expenses from Selling, General and Administrative Expenses to Franchise Support Services Expenses. There is no net impact on the results of the operations of the Company.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the consolidated and combined financial statements for continued reasonableness.

New Accounting Pronouncements

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the consolidated financial statements as of December 31, 2023.

In June 2016, the FASB issued ASU 2016-13, *"Financial Instruments – Credit Losses (Topic 326) Measurement of Credit Losses on Financial Instruments"* ("ASU 2016-13"), which introduces an impairment model based on expected, rather than incurred, losses. Additionally, it requires expanded disclosures regarding (a) credit risk inherent in a portfolio and how management monitors the portfolio's credit quality; (b) management's estimate of expected credit losses; and (c) changes in estimates of expected credit losses that have taken place during the period. For private companies, the standard is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Company adopted this conforming guidance upon issuance and the adoption had no material impact on our financial statements and related disclosures.

Note B – Significant Accounting Policies (continued)

New Accounting Pronouncements (continued)

Other accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material impact on the consolidated financial statements upon adoption.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company does not believe it is exposed to any significant credit risk on cash and cash equivalents. Cash balance at December 31, 2023 and 2022 amounted to approximately $49,000 and $6,000, respectively.

Accounts Receivable and Allowance for Current Expected Credit Losses

Accounts receivable consist mainly of uncollected placement revenue due from facilities and are carried at the original amount less an estimate for credit losses.

The Company accounts for credit losses in accordance with ASC Topic 326, *Financial Instruments - Credit Losses* ("ASC Topic 326"). ASC Topic 326 impacts the impairment model for certain financial assets measured at amortized cost by requiring a current expected credit loss ("CECL") methodology to estimate expected credit losses over the entire life of the financial asset, recorded at inception or purchase. The Company has the ability to determine there are no expected credit losses in certain circumstances.

The Company writes-off accounts to the allowance when it has determined that collection is unlikely.

The Company receives royalty payments from its customers based on billing schedules established in each contract. Amounts pertaining to royalties due but not yet billed for the year ended are considered receivables. As of December 31, 2023 and 2022, the Company had approximately $171,000 and $156,000 of royalty receivables included in accounts receivable.

At December 31, 2023 and 2022, the Company recorded an allowance for credit losses of approximately $328,000 and $26,000, respectively.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Major additions and improvements which extend the life of the assets are capitalized whereas maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed as incurred. When property or equipment is sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the income.

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of their estimated useful lives or the terms of the leases, while all other assets are depreciated over estimated useful lives.

Leases

The Company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the Company has the right to direct the use of an identified asset for a period of time in exchange for consideration. The Company recognizes lease liabilities to make lease payments and right of use assets representing the right to use the underlying assets at the commencement date of the lease.

Note B – Significant Accounting Policies (continued)

Leases (continued)

Right of use assets are measured at cost, less any accumulated amortization and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right of use assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received.

At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Company, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of use asset in a similar economic environment with similar terms, security and conditions. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is re-measured if there is a modification, a change in the lease term, a change in the lease payments, or a change in the assessment of an option to purchase the underlying asset.

Right of use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Company is reasonably certain to exercise a purchase option, the right of use asset is depreciated over the underlying asset's useful life.

All leases are accounted for by recognizing a right of use asset and a lease liability except for leases of low value assets and leases with a duration of 12 months or less.

Capitalized Software Development Costs

The Company follows the provisions of ASC 350-40, "*Internal Use Software"*. ASC 350-40 provides guidance for determining whether computer software is internal-use software, and on accounting for the proceeds of computer software originally developed or obtained for internal use and then subsequently sold to the public. It also provides guidance on capitalization of the costs incurred for computer software developed or obtained for internal use. The Company expenses all costs incurred during the preliminary project stage of its development, and capitalizes the costs incurred during the application development stage. Costs incurred relating to upgrades and enhancements to the software are capitalized if it is determined that these upgrades or enhancements add additional functionality to the software. Costs incurred to improve and support products after they become available are charged to expense as incurred.

Capitalized software development costs are amortized on a straight-line basis over the estimated useful lives, currently three years. Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

During the years ended December 31, 2023 and 2022, the capitalized book value of developed technology for upgrades placed into service was approximately $153,000 and $171,000, respectively and is included in property and equipment on the accompanying consolidated balance sheets as of December 31, 2023 and 2022.

Note B – Significant Accounting Policies (continued)

Goodwill

Goodwill represents the excess of consideration transferred over the fair value of the net assets acquired in a business combination.

The Company has made the election to adopt ASU 2014-18, *Business Combinations* (Topic 805): *Accounting for Identifiable Intangible Assets in a Business Combination* (a consensus of the private company council), which provides an accounting alternative for private companies related to the identifiable intangible assets recognized in the accounting for a business combination. Under ASU 2014-18, a private company may choose to elect an accounting policy under which it would not separately recognize the following intangible assets in the accounting for a business combination: (a) intangible assets that would otherwise arise from noncompete agreements (NCA) or (b) customer-related intangible (CRI) assets that cannot be separately sold or licensed. The value of these intangible assets is effectively subsumed into goodwill.

A private company under the PCC Accounting Alternative, which the Buyer has elected to apply, will amortize goodwill on a straight-line basis over 10 years, or less than 10 years if the entity can demonstrate that another useful life is more appropriate. The PCC decided to require a straight-line basis of amortization due to the inherent difficulties of predicting the actual pattern in which goodwill provides benefits to an entity. Because the accounting alternative does not require entities to justify their useful life determination, entities may default to a useful life of 10 years, which is what the Company has elected to do. Goodwill is expected to be deductible for income tax purposes.

As a result of the Silver Acquisition, goodwill amounting to $22,316,894 was recognized on December 15, 2022. In 2023, the Company recognized goodwill aggregating $6,755,515 from the acquisition of franchises. See Note C for further information.

Intangible Assets

Intangible assets consist of acquired intangible assets that are deemed to have finite lives and are amortized on a straight-line basis over their estimated useful lives, ranging up to 12 years. The Company monitors the operating and cash flow results related to its intangible assets to identify whether events or changes in circumstances indicate the remaining useful lives of those assets should be adjusted or if the carrying amount may not be recoverable. When indicators of impairment are present, recoverability is measured by comparing the carrying amount to the estimated undiscounted future cash flows expected to be generated by the respective intangible asset. If the carrying amount exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the intangible asset exceeds the estimated fair value. No impairment of intangible assets was recognized for the Company during the year ended December 31, 2023.

As a result of the Silver Acquisition, intangible assets totaling $5,800,000 were recognized on December 15, 2022. In 2023, the Company recognized intangible assets aggregating $6,509,117 from the acquisition of franchises. See Note C for further information.

Impairment of Long-Lived Assets

The Company reviews the carrying value of property and equipment, goodwill and any identifiable intangibles for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and prospects, as well as the effects of obsolescence, demand, competition, and other economic factors. The Company did not recognize any impairment loss in 2023 and 2022.

Note B – Significant Accounting Policies (continued)

Revenue Recognition

The Company recognizes revenues in accordance with the provisions of FASB Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which provides guidance on the recognition, presentation, and disclosure of revenue in financial statements. ASC 606 outlines the basic criteria that must be met to recognize revenue and provides guidance for disclosure related to revenue recognition policies. The Company recognizes revenue upon transfer of control of promised services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. The Company at times may enter into contracts that can include various combinations of services, which are generally capable of being distinct and accounted for as separate performance obligations. In such cases, revenue would be recognized at the time of delivery or over time for each performance of service. Revenue is recognized net of allowances for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities.

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation if the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company's revenues include sales to individual franchises and placement revenue on referrals to communities.

When a franchise is sold, the Company agrees to provide multiple performance promises in each contract, primarily the delivery of its initial custom training program and the rights to use the associated business processes, systems, access to preferred vendors additional training, access to proprietary software systems and advertising. Franchisees are also required to contribute to national advertising campaigns sponsored by the Company. Revenue from contributions to national advertising campaigns is recognized when funds are expended.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services.

The initial franchise fees are allocated to the performance obligations completed during the initial and follow up training. Allocation of the initial franchise fees are based on an estimated stand-alone price based on a costs-plus margin approach. Any remaining fees are allocated to the performance obligations performed over time during the franchise term, which is either 10 or 15 years.

The royalty fee is due and payable on all gross revenue derived from or attributable to all senior placement services provided to clients and all other activities related (directly or indirectly) to the franchised business. These are billed monthly when they are earned and deemed collectible.

For the Company-operated businesses, the Company receives placement revenue on its referrals when its clients are placed within communities, as a single performance obligation. The compensation arrangements vary from community to community but are typically based on a payment of a certain percentage of the client's rent and care charges. The referral fee is invoiced and recognized upon the move in of the client to the community.

Note B – Significant Accounting Policies (continued)

Income Taxes

As a single member limited liability company, the Company is a disregarded entity for federal income tax purposes and not subject to income taxes. Accordingly, no provision has been made for federal and state income taxes since these taxes are the responsibility of the individual member.

The Company follows the provisions of Accounting for Uncertainty in Income Taxes under the Income Taxes Topic of the Codification. The Codification requires the evaluation of tax positions taken or expected to be taken in the Company's tax returns and does not allow recognition of tax positions which do not meet a "more-likely-than-not" threshold of being sustained by the applicable tax authority. Management does not believe it has taken any tax positions that would not meet this threshold. The Company's 2020 through 2023 tax years are open for examination for federal and state taxing authorities.

Advertising Costs

The Company expenses advertising and promotional costs as they are incurred. Advertising costs charged to franchisee support services for the years ended December 31, 2023 and 2022 were approximately $990,000 and $774,000, respectively.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents and loans receivable. The Company maintains its cash in bank and financial institution deposits that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and did not exceed these limits as of December 31, 2023 and 2022.

Fair Value

The carrying amounts reported in the consolidated balance sheets for cash, accounts receivable, contract assets, contract receivables, prepaid expenses and other assets, accounts payable, accrued expenses, and notes payable approximate their estimated fair market value based on the short-term maturity of this instrument. The carrying value of the Company's loans receivable approximate fair value because their terms approximate market rates.

Note C - Franchise Acquisitions

In 2023, the Subsidiary entered into various asset purchase agreements for the acquisition of nine (9) franchises. These acquisitions are accounted for as business combinations using the acquisition method of accounting in accordance with Accounting Standard Codification ("ASC") Topic 805, Business Combinations ("ASC 805"), whereby, the assets acquired and the liabilities assumed have been measured at fair value with the remaining purchase price, if any, recorded as goodwill. For the major acquisitions, the Company determined the fair values based on a report issued by a third-party valuation firm while for minor acquisitions, the carrying amount of the franchise rights was deemed to be the fair values at acquisition date.

Note C - Franchise Acquisitions (continued)

Fair Value of Consideration Transferred and Recording of Assets Acquired

The following table summarizes the acquisition date fair value of the consideration paid, identifiable assets acquired, and liabilities assumed including an amount for goodwill:

Cash	$	13,159,158
Parent Company's rollover equity		405,000
Total purchase price	$	13,564,158
Assets acquired	$	591,683
Liabilities assumed		(292,157)
Net working capital acquired		299,526
Identified intangible asset - Franchise rights		6,509,117
Goodwill		6,755,515
Total purchase price	$	13,564,158

Goodwill represents the future economic benefit arising from other assets acquired that could not be individually identified and separately recognized. The goodwill is not expected to be deductible for tax purposes.

See Note F for further details.

Note D – Revenue from Contracts with Customers

The following table presents revenue disaggregated by revenue source for the years ended December 31, 2023 and 2022:

		2023		2022
Franchise fee revenue				
Franchise fees - services	$	1,032,363	$	743,807
Franchise fees - training		67,018		60,382
	$	1,099,381	$	804,189
Placement revenue	$	4,921,399	$	370,019
Royalties	$	2,268,477	$	2,410,084
Other revenue				
Advertising fees	$	460,242	$	382,528
Software, service, and other fees		547,102		399,784
	$	1,007,344	$	782,312

As of December 31, 2023, the Company has entered into contracts with its customers with performance obligations completed at the beginning of the contract, which are namely for training of the franchisee. For the years ended December 31, 2023 and 2022, the Company has recognized approximately $67,000 and $60,000, respectively, of revenue under these contracts for performance obligations completed at the initiation of the arrangement.

The remaining transaction price was allocated to the performance obligations to be performed over time and as the services are completed, which is expected to occur over the approximate 10 or 15-year term of the contract.

Note D – Revenue from Contracts with Customers (continued)

The Company has included this allocation portion to contract liabilities for the of its performance obligation to transfer services.

The following table represents the changes in deferred revenue as reported in the Company's consolidated balance sheets:

	2023	2022
Contract liabilities, beginning balance	$ 4,389,925	$ 4,604,083
Cash payments received	1,439,015	918,546
Net sales recognized	(1,687,080)	(1,132,704)
Contract liabilities, ending balance	4,141,860	4,389,925
Less: Contract liabilities, current portion	525,191	529,205
Contract liabilities, non-current portion	$ 3,616,669	$ 3,860,720

This deferred revenue related to initial franchise fees that will be recognized the over the course of the franchise agreement when it transfers those services and, therefore, satisfies its performance obligation to the customers.

The Company's revenues are concentrated in the United States of America and in the elderly care industry.

The Company recognized an asset for the incremental costs of obtaining the contract arising from the sales commissions to employees and external parties because the Company expects to recover those costs. The Company amortizes these contract assets over 10 or 15 years. The Company has included contract assets as of December 31, 2023 and 2022 of approximately $1,408,000 and $1,617,000, respectively, that will be recognized over the course of the franchise agreement.

Note E – Accounts Receivable, Net of Allowance for Credit Losses

The following table summarized the Company's accounts receivable at December 31, 2023 and 2022:

	2023	2022
Trade receivables	$ 1,860,469	$ 359,250
Accrued royalty fees	170,778	156,037
Total	2,031,247	515,287
Allowance for credit losses	(328,271)	(25,802)
Accounts receivable, net	$ 1,702,976	$ 489,485

Accounts receivable as of December 31, 2023 and 2022 are made up of trade receivables due from customers in the ordinary course of business, and unbilled royalty fees.

Note F – Property and Equipment

Property and equipment consists of the following as of December 31, 2023 and 2022:

	2023	2022 (as adjusted)	Useful Life (Years)
Computer equipment	$ 158,893	$ 14,921	3
Vehicles	32,647	32,647	11
Office furniture and fixtures	2,948	2,948	7
Capitalized Software	421,864	286,536	3
Website development	3,241	-	3
Work-in-progress – Capitalized Software	22,543	7,954	-
	642,136	345,006	
Less accumulated depreciation	(161,804)	(4,727)	
Property and equipment, net	$ 480,332	$ 340,279	

Depreciation expense for the years ended December 31, 2023 and 2022 was approximately $157,000 and $74,000, respectively.

As a result of Silver Acquisition, cost of property and equipment was adjusted to value at carrying amount as of December 15, 2022. The Company determined that the fair value of property and equipment at the acquisition date approximates carrying amount. This adjustment has no net impact to total assets, results of operations and member's equity.

Note G – Goodwill and Intangible Assets, Net

Goodwill

The following table summarized changes in the carrying value of goodwill:

	Cost	Accumulated Amortization	Net
Balance as reported at December 31, 2022	$ -	$ -	$ -
Change in accounting principle (Note B)	22,316,894	(92,988)	22,223,906
Adjusted balance at December 31, 2022	22,316,894	(92,988)	22,223,906
Additions	6,755,515	(2,707,343)	4,048,172
Adjustment	(27,170)	-	(27,170)
Total	$ 29,045,239	$ (2,800,331)	$ 26,244,908

In 2023, the Company recognized goodwill aggregating $6,755,515 related to various franchise acquisitions. See Note C.

During the year, the Company finalized the goodwill provision related to the 2022 Silver Acquisition, resulting in reduction of $27,170 in goodwill.

Note G – Goodwill and Intangible Assets, Net (continued)

Intangible Assets

The following table summarized changes in the carrying value of intangible assets:

	Cost	Accumulated Amortization	Net
Balance as reported at December 31, 2022	$ -	$ -	$ -
Change in accounting principle (Note B)	5,800,000	(28,472)	5,771,528
Adjusted balance at December 31, 2022	5,800,000	(28,472)	5,771,528
Additions	6,509,117	(1,264,645)	5,244,472
Total	$ 12,309,117	$ (1,293,117)	$ 11,016,000

The intangible assets recognized related to the 2022 Silver Acquisition consist of franchise rights, trade name and proprietary technology aggregating $6,509,117. See Note C.

No impairment loss was recognized on goodwill and intangible assets in 2023 and 2022.

Note H – Notes Payable

Long-term debt consists of the following at December 31, 2023, and 2022:

	2023	2022
Note payable to a lender in monthly installments of approximately $632, including interest at 6.8%, due in September 24, 2027, secured by a Company vehicle	$ 24,522	$ 30,169
Total note payable	24,522	30,169
Less: current portion	(7,032)	(7,032)
Note payable, less current portion	$ 17,490	$ 23,137

Aggregate annual maturities of notes payable at December 31, 2023, are as shown:

Years ending December 31:	Note Payable
2024	$ 7,032
2025	7,032
2026	7,032
2027	3,426
	$ 24,522

Senior note payable and related party notes aggregating $1,148,000 was settled in 2022. Interest expense for these loans for the years ended December 31, 2023 and 2022 was approximately $2,000 and $135,000, respectively.

Note I – Related Party Transactions

Corporate allocation of expenses and receipt of advances for operating expenses resulted in an intercompany payable to the Parent Company. On the other hand, the Company transfers excess cash to the Parent Company to fund upcoming payroll which was recorded as an intercompany receivable. At December 31, 2023 and 2022, net amount of Due to Parent Company was approximately $18,101,000 and $75,000, respectively. Due to Parent Company is a long-term liability and bears no interest.

Note J – Phantom Equity Interests

In 2020, the Company had issued phantom equity interests to certain employees and management. The Company entered into a Key Management Equity Plan which was designed to attract, retain, and motivate participants. Under the terms of the plan, these phantom equity interests were exercised and paid in cash by the parent company as part of the change in control of Oasis and cash provisions based on the performance interest agreement provisions. Due to the change in control (see Note A), effective December 15, 2022, all of the existing phantom equity interests were exercised due to this transaction, which resulted in phantom equity interests compensation of approximately $5,400,000.

Note K – CARES Act Loans

PPP Loan

During the year ended December 31, 2021, the Company obtained a Paycheck Protection Program loan under the CARES Act in the amount of $260,166 to help keep the workforce employed during the COVID-19 crisis. The loan has a maturity of 2 years, an interest rate of 1% and initial loan payments are deferred for ten months. The loan can be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities. The remaining loan balance of $241,700 was fully forgiven in 2022. There was no PPP loan transactions in 2023.

EIDL Loan

On June 2, 2021, the Company executed the standard loan documents required for securing loans offered by the U.S. Small Business Administration under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the Company's business. This loan has principal amounts of $159,900. Interest accrues at a rate of 3.75% per annum and will accrue from the date of inception. Installment payments, including principal and interest, were due monthly beginning June 2, 2022 (twelve months from the initial date of the EIDL funding) with monthly payments of $731. The balance of principal and interest is payable via monthly payments for 30 years from the date of the EIDL. The EIDL is secured by a security interest on all of the Company's assets. A partial forgiveness of $9,900 was received and the remainder of the balance was fully paid off during 2022. There was no EIDL loan transactions in 2023.

CARES Act Loans Interest

Interest expense for these loans for the year ended December 31, 2022 was approximately $5,000. No interest on these loans in 2023.

Note L – Retirement Plan

Before Silver Acquisition, the Company maintains a 401(k)-savings plan covering substantially all employees. Participants may elect to contribute up to $19,000 of their base compensation, as defined. The Company, at its discretion, may make a matching contribution up to 100% of the participant's first 3% of compensation and 50% of the participant's compensation deferrals exceeding 3% but no more than 5% of compensation. In 2022, the Company terminated the Oasis Senior Franchise Systems, LLC 401(k) Profit Sharing Plan in accordance with the Silver Acquisition agreement. The Company's contributions to the plan were approximately $26,000 for the year ended December 31, 2022. There were no contributions in 2023 as the Parent Company maintains and manages the corporate plans for the group.

Note M – Commitments and Contingencies

Contingencies

From time to time, the Company may be involved in various litigation proceedings incidental to the ordinary course of business. In the opinion of management, the ultimate liability, if any, resulting from such litigation would not be material in relation to the Company's financial position or results of operations.

Leases

The Company has an operating lease agreement with Silver Properties, LLC which had an initial term of 3 years starting on July 1, 2023 until June 30, 2026.

The lease may be extended at the option of the Company for two renewal terms of three consecutive years on the same terms and conditions, subject to the rent adjustment. The annual base rent for the first three years is approximately $5,800, $6,000, and $6,200, respectively. The discount rate at commencement date was 4.51%.

The following is a schedule of the carrying amounts of right of use assets recognized and the movements during the period:

January 1, 2023	$	-
Additions		16,883
Amortization		(2,660)
December 31, 2023	$	14,223

The following is a schedule of the carrying amounts of lease liabilities and the movements during the period:

January 1, 2023	$	-
Additions		16,883
Accretion of interest		345
Lease payments		(2,916)
December 31, 2023	$	14,312
Current	$	5,406
Non-current	$	8,906

As of December 31, 2023, the Company's operating lease had a remaining lease term of approximately 30 months.

The table below reconciles the fixed component of the undiscounted cash flows for of the remaining years to the lease liabilities recorded as of December 31, 2023:

2024	$	5,919
2025		6,099
2026		3,096
Total		15,114
Less interest		(802)
Present value of future minimum lease payments	$	14,312

Note N – Summary of Franchise Businesses

The following is a summary of changes in the number of franchise businesses during the years ended December 31, 2023 and 2022:

Affiliate-Operated Businesses:	2023	2022
In Operation, Beginning of Year	1	1
New Affiliate-Operated Business	5	-
Franchised Business No Longer Affiliate-Operated	(1)	-
Franchised Business Re-acquired, now Company-Operated	16	-
In Operation, End of Year	21	1

Franchised Businesses:	2023	2022
In Operation, Beginning of Year	113	105
New Franchises Sold	15	13
Franchised Business No Longer Affiliate-Operated	1	-
Franchised Business Re-acquired, now Company-Operated	(16)	-
Ceased Operations	(6)	(5)
In Operation, End of Year	107	113
Total in Operation, End of Year	128	114

Note O – Subsequent Events

Subsequent events have been evaluated through April 29, 2024 which is the date the consolidated financial statements were available to be issued.

ASSURANCE DIMENSIONS

Consolidated and Combined Financial Statements and Report of Independent Certified Public Accountants

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate

December 31, 2022 and 2021

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Member of
Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate:

Opinion

We have audited the accompanying consolidated and combined financial statements of **Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate** (the "Company"), which comprise the consolidated and combined balance sheets as of December 31, 2022 and 2021 and the related consolidated and combined statements of operations, changes in member's deficit, and cash flows for the years then ended, and the related notes to the consolidated and combined financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Consolidated and Combined Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated and combined 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 the consolidated and combined financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Consolidated and Combined Financial Statements

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

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

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

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

Assurance Dimensions

Margate, Florida
April 27, 2023

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate
Consolidated and Combined Balance Sheets
As of December 31, 2022 and 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 6,272	$ 374,414
Accounts receivable, net of allowance for doubtful accounts	489,485	322,106
Contract receivable, current portion	-	8,000
Contract asset, current portion	225,682	169,726
Prepaid expenses and other current assets	35,928	24,542
Total current assets	757,367	898,788
Property and equipment, net	340,279	224,992
Contract asset, net of current portion	1,391,422	1,672,086
Other assets	7,950	-
TOTAL ASSETS	$ 2,497,018	$ 2,795,866

	2022	2021
LIABILITIES AND MEMBER'S DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 281,624	$ 132,698
Deferred rent, current portion	-	3,749
Contract liability, current portion	529,205	413,695
Notes payable-related parties, current portion	-	73,527
CARES Act loans payable, current portion	-	41,824
Current portion of notes payable, net	7,032	171,188
Total current liabilities	817,861	836,681
LONG-TERM LIABILITIES		
Due to Silver Corporate Holdings, LLC	75,000	-
Contract liability, net of current portion	3,860,720	4,190,388
Notes payable-related parties	-	86,103
CARES Act loans payable, net of current portion	-	359,776
Notes payable, net of current portion	23,137	800,704
TOTAL LIABILITIES	4,776,718	6,273,652
COMMITMENTS AND CONTINGENCIES (NOTE J)		
MEMBER'S DEFICIT	(2,279,700)	(3,477,786)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	$ 2,497,018	$ 2,795,866

See auditor's report and accompanying notes to the consolidated and combined financial statements.

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate
Consolidated and Combined Statements of Operations
For the Years Ended December 31, 2022 and 2021

	2022	2021
Franchise fees - training & services	$ 804,189	$ 726,223
Recurring and other revenue	3,562,415	2,665,847
Total Revenue	4,366,604	3,392,070
Franchise support services expenses	455,630	308,452
Gross profit	3,910,974	3,083,618
Selling, general, and administrative expenses	8,711,190	2,426,791
(Loss) Income from operations	(4,800,216)	656,827
PPP loan forgiveness	251,600	260,166
Other income	1,031	-
Interest expense	(139,853)	(115,127)
Gain on sale of property and equipment	-	8,506
Loss on disposal of property and equipment	-	(1,961)
Net (loss) income	$ (4,687,438)	$ 808,411

See auditor's report and accompanying notes to the consolidated and combined financial statements.

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate
Consolidated and Combined Statements of Changes in Member's Deficit
For the Years Ended December 31, 2022 and 2021

	Non-Controlling Interest	Member's Deficit
Balance - January 1, 2021	$ (41,985)	$ (3,796,948)
Oasis Transitions contribution (distribution)	41,985	(41,985)
Member's distributions	-	(447,264)
Net income	-	808,411
Balance - December 31, 2021	$ -	$ (3,477,786)
Member contributions	-	1,138,744
Member's distributions	-	(612,644)
Phantom equity interest compensation	-	5,359,424
Net loss	-	(4,687,438)
Balance - December 31, 2022	$ -	$ (2,279,700)

See auditor's report and accompanying notes to the consolidated and combined financial statements.

Oasis Senior Advisors Franchise Systems, LLC, Subsidiary, and Affiliate
Consolidated and Combined Statements of Cash Flows
For the Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net (loss) income	$ (4,687,438)	$ 808,411
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	70,810	75,050
Amortization of loan issuance costs	52,118	6,873
Gain on sale of fixed assets	-	(8,506)
Loss on disposal of assets	-	1,961
Phantom equity interests	5,359,424	-
PPP loan forgiveness	(251,600)	(260,166)
Changes in cash due to changes in:		
Accounts receivable	(167,379)	(128,148)
Contract receivable	8,000	26,000
Contract asset	224,708	(371,401)
Prepaid expenses and other assets	(11,386)	(9,292)
Other assets	(7,950)	-
Accounts payable and other accrued expenses	148,926	(143,679)
Contract liability	(214,158)	955,516
Deferred rent	(3,749)	276
Net cash provided by operating activities	520,326	952,895
Cash flows from investing activities:		
Purchase of property and equipment	(14,890)	(6,656)
Capitalized software	(171,207)	(159,036)
Sale of property and equipment	-	36,131
Net cash used in investing activities	(186,097)	(129,561)
Cash flows from financing activities		
Member's distributions	(612,644)	(447,264)
Member's contributions	1,138,744	-
Proceeds from CARES Act loans payable	-	241,700
Proceeds from Silver Corporate Holdings, LLC advance	75,000	-
Repayments for notes payable	(993,841)	(201,089)
Repayments for EIDL Loan	(150,000)	-
Repayments of related party notes payable	(159,630)	(59,462)
Repayments under capital leases	-	(36,131)
Net cash used in financing activities	(702,371)	(502,246)
Net change in cash	(368,142)	321,088
Cash at beginning of year	374,414	53,326
Cash at end of year	$ 6,272	$ 374,414
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest expenses	$ 87,735	$ 115,127
Non-Cash Flow Disclosures Information:		
Vehicle purchased with note payable	$ -	$ 37,086
Oasis Transitions contribution (distribution)	$ -	$ 41,985

See auditor's report and accompanying notes to the consolidated and combined financial statements.

Note A – Organization and Description of Business

Oasis Senior Advisors Franchise Systems, LLC (Oasis) was organized on September 30, 2013. Oasis engages in the sale and support of franchises operating throughout the United States. The franchises offer senior living placement, referral and advisory services for families needing to find an independent living community, assisted living community, memory care, nursing home or similar facility for senior citizens, including pre-engagement evaluations and assessments. Oasis is owned by one member. Oasis Senior Advisors, LLC (Affiliate), which is under common control and management, was organized on September 30, 2013 and owns a franchise for senior living placement. Oasis Transitions, LLC (Subsidiary) was organized on December 31, 2018 and was established to provide senior living placement, referral and advisory services for families directly to hospital patients. On February 16, 2021, Oasis Transitions, LLC was administratively dissolved. In December 2022, the Company was purchased by Silver Corporate Holdings, LLC and underwent a change of control.

Note B – Significant Accounting Policies

Consolidation and Combination

The consolidated and combined financial statements are prepared in accordance with accounting principles generally accepted in the United States of America and includes the accounts of Oasis, the Subsidiary, which is controlled by Oasis through its 58% ownership interest, and the Affiliate (collectively, the "Company"). All intercompany balances and transactions between Oasis, Subsidiary and the Affiliate have been eliminated. . On February 16, 2021, Oasis Transitions, LLC was administratively dissolved. In December 2022, the Company was purchased by Silver Corporate Holdings, LLC and underwent a change of control.

Accounting Standards Codification

All references in the consolidated and combined financial statements to the Codification refer to the Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles (GAAP) issued by the Financial Accounting Standards Board. The Codification is the single source of authoritative GAAP in the United States.

Use of Estimates

The preparation of the consolidated and combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated and combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company does not believe it is exposed to any significant credit risk on cash and cash equivalents.

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

Note B – Significant Accounting Policies (continued)

Accounts Receivable, net

Accounts receivable consist mainly of continuing franchise fees due from franchisees and are carried at the original amount less an estimate for doubtful accounts. The Company maintains an allowance for doubtful accounts comprised of two components, (i) historical collections performance and (ii) specific collection issues. If actual bad debts differ from the reserves calculated based on historical trends and known customer issues, an adjustment to bad debt expense is recorded in the period in which the difference occurs. Such adjustment could result in additional expense or a reduction of expense. The Company writes-off accounts to the allowance when it has determined that collection is unlikely. The factors considered in reaching this determination are (i) the apparent financial condition of the customer, (ii) the success the Company has in contacting and negotiating with the customer and (iii) the number of days the account has been outstanding. To the extent that the Company's collections do not correspond with historical experience, it may be required to incur additional charges.

The Company receives royalty payments from its customers based on billing schedules established in each contract. Amounts pertaining to royalties due but not yet billed for the year ended are considered receivables. As of December 31, 2022, the Company had approximately $156,000 of royalty receivables included in accounts receivable.

At December 31, 2022 and 2021, the Company recorded an allowance for doubtful accounts of approximately $26,000 and $14,000, respectively.

Contract Receivable

During the year ended December 31, 2019, the Company entered into an installment contract with a franchisee for the purchase of an initial franchise for $72,000, of which the franchisee paid $8,000 and $26,000 during the year ended December 31, 2022 and 2021, respectively. The balance was fully paid off as of December 31, 2022.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Major additions and improvements which extend the life of the assets are capitalized whereas maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed as incurred. When property or equipment is sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of their estimated useful lives or the terms of the leases, while all other assets are depreciated over estimated useful lives.

Capitalized Software Development Costs

The Company follows the provisions of ASC 350-40, "Internal Use Software." ASC 350-40 provides guidance for determining whether computer software is internal-use software, and on accounting for the proceeds of computer software originally developed or obtained for internal use and then subsequently sold to the public. It also provides guidance on capitalization of the costs incurred for computer software developed or obtained for internal use. The Company expenses all costs incurred during the preliminary project stage of its development, and capitalizes the costs incurred during the application development stage. Costs incurred relating to upgrades and enhancements to the software are capitalized if it is determined that these upgrades or enhancements add additional functionality to the software. Costs incurred to improve and support products after they become available are charged to expense as incurred.

Note B – Significant Accounting Policies (continued)

Capitalized Software Development Costs (continued)

Capitalized software development costs are amortized on a straight-line basis over the estimated useful lives, currently three years. Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

During the years ended December 31, 2022 and 2021, the capitalized book value of developed technology for upgrades placed into service was approximately $171,000 and $159,000, respectively and is included in property and equipment on the accompanying consolidated and combined balance sheets as of December 31, 2022 and 2021.

Impairment of Long-Lived Assets

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and prospects, as well as the effects of obsolescence, demand, competition, and other economic factors. The Company did not recognize any impairment loss in 2022 or 2021.

Revenue Recognition

The Company recognizes revenues in accordance with the provisions of FASB Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which provides guidance on the recognition, presentation, and disclosure of revenue in financial statements. ASC 606 outlines the basic criteria that must be met to recognize revenue and provides guidance for disclosure related to revenue recognition policies. The Company recognizes revenue upon transfer of control of promised services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. The Company at times may enter into contracts that can include various combinations of services, which are generally capable of being distinct and accounted for as separate performance obligations. In such cases, revenue would be recognized at the time of delivery or over time for each performance of service. Revenue is recognized net of allowances for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities.

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation if the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company's revenues consist of sales to individual franchises. When a franchise is sold, the Company agrees to provide multiple performance promises in each contract, primarily the delivery of its initial custom training program and the rights to use the associated business processes, systems, access to preferred vendors additional training, access to proprietary software systems and advertising. Franchisees are also required to contribute to national advertising campaigns sponsored by the Company. Revenue from contributions to national advertising campaigns is recognized when funds are expended.

Note B – Significant Accounting Policies (continued)

Revenue Recognition (continued)

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. This standard does not impact the Company's recognition of revenue for recurring revenues, such as advertising, royalties, licensing and other recurring fees. The standard does change the timing in which the Company recognizes initial fees from new franchisees and new franchise terms. The initial franchise fees are allocated to the performance obligations completed during the initial and follow up training. Allocation of the initial franchise fees are based on an estimated stand-alone price based on a costs-plus margin approach. Any remaining fees are allocated to the performance obligations performed over time during the franchise term, which is either 10 or 15 years.

Income Taxes

As a single member limited liability company, the Company is a disregarded entity for federal income tax purposes and not subject to income taxes. Accordingly, no provision has been made for federal and state income taxes since these taxes are the responsibility of the individual member.

The Company follows the provisions of Accounting for Uncertainty in Income Taxes under the Income Taxes Topic of the Codification. The Codification requires the evaluation of tax positions taken or expected to be taken in the Company's tax returns and does not allow recognition of tax positions which do not meet a "more-likely-than-not" threshold of being sustained by the applicable tax authority. Management does not believe it has taken any tax positions that would not meet this threshold. The Company's 2019 through 2022 tax years are open for examination for federal and state taxing authorities.

Advertising Costs

The Company expenses advertising and promotional costs as they are incurred. Advertising costs charged to franchisee support services for the years ended December 31, 2022 and 2021 were approximately $774,000 and $427,000 respectively.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents and loans receivable. The Company maintains its cash in bank and financial institution deposits that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and did not exceed these limits as of December 31, 2022.

Fair Value

The carrying amounts reported in the balance sheet for cash, accounts receivable, contract assets, contract receivables, prepaid expenses and other assets, accounts payable, accrued expenses, and notes payable approximate their estimated fair market value based on the short-term maturity of this instrument. The carrying value of the Company's loans receivable approximate fair value because their terms approximate market rates.

Note C – Revenue from Contracts with Customers

The following table presents revenue disaggregated by revenue source for the years ended December 31, 2022 and 2021:

	2022	2021
Franchise fee revenue		
Franchise fees - training	$ 60,382	$ 210,008
Franchise fees - services	743,807	516,135
	$ 804,189	$ 726,223
Recurring and other revenue		
Royalties	$ 2,410,084	$ 1,777,212
Advertising fees	382,528	267,471
Software, service, and other fees	769,803	621,164
	$ 3,562,415	$ 2,665,847

As of December 31, 2022, the Company has entered into contracts with its customers with performance obligations completed at the beginning of the contract, which are namely for training of the franchisee. For the years ended December 31, 2022 and 2021, the Company has recognized approximately $60,000 and $210,000 of revenue under these contracts for performance obligations completed at the initiation of the arrangement.

The remaining transaction price was allocated to the performance obligations to be performed over time and as the services are completed, which is expected to occur over the approximate 10 or 15-year term of the contract.

The Company has included this allocation portion to contract liabilities for the prepayment for its performance obligation to transfer services as of December 31, 2022 and 2021 of approximately $4,390,000 and $4,604,000, respectively.

This deferred revenue related to initial franchise fees that will be recognized the over the course of the franchise agreement when it transfers those services and, therefore, satisfies its performance obligation to the customers.

The Company's revenues are concentrated in the United States of America and in the elderly care industry.

The Company recognized an asset for the incremental costs of obtaining the contract arising from the sales commissions to employees and external parties because the Company expects to recover those costs. The Company amortizes these contract assets over 10 or 15 years. The Company has included contract assets as of December 31, 2022 and 2021 of approximately $1,617,000 and $1,842,000, respectively, that will be recognized over the course of the franchise agreement.

Note D – Property and Equipment

Property and equipment consists of the following as of December 31, 2022 and 2021:

	2022	2021	Useful Life (Years)
Vehicles	$ 39,717	$ 39,717	10
Capitalized Software	449,983	278,776	3
Office furniture and fixtures	23,002	20,924	7
Computer equipment	16,837	4,025	3
	529,539	343,442	
Less accumulated depreciation and amortization	(189,260)	(118,450)	
Property and equipment, net	$ 340,279	$ 224,992	

Depreciation and amortization expense for the years ended December 31, 2022 and 2021 was approximately $71,000 and $75,000, respectively.

Note E – Notes Payable

Long-term debt consists of the following at December 31, 2022, and 2021:

	2022	2021
Senior note payable to a lender in monthly installments of approximately $15,000, including interest at 7.75%, due in June 4, 2029, secured by all Company assets. Balance was paid off during 2022.	$ -	$ 987,603
Note payable to a lender in monthly installments of approximately $632, including interest at 6.8%, due in September 24, 2027, secured by a Company vehicle	30,169	35,453
Note payable to a lender in weekly installments of approximately $3,600, including interest at 26.00%, due in 2022, secured by all Company assets	-	954
Total notes payable	30,169	1,024,010
Less unamortized loan costs	-	(52,118)
	30,169	971,892
Less: current portion	(7,032)	(171,188)
Long-term debt, less current portion	$ 23,137	$ 800,704

Aggregate annual maturities of notes payable at December 31, 2022, are as shown:

Years ending December 31:	Notes Payable
2023	$ 7,032
2024	7,032
2025	7,032
2026	7,032
2027	2,041
	$ 30,169

Interest expense and amortization of loan costs for these loans for the years ended December 31, 2022 and 2021 was approximately $123,000 and $79,000, respectively.

Note F – Related Party Transactions

Notes Payable – related party consists of the following at December 31, 2022, and 2021:

	2022	2021
Note payable to an entity owned by an employee in monthly installments of approximately $2,000, including interest at 10.00%, due in September 1, 2024, and this loan is unsecured. Balance was paid off during 2022.	$ -	$ 61,080
Note payable to an entity owned by an employee in monthly installments of approximately $2,441, including interest at 8.00%, due in September 1, 2025, and this loan is unsecured. Balance was paid off during 2022.	-	79,816
Notes payable to an entity owned by an employee in monthly installments of approximately $2,000 and one note payable with all amounts due at maturity, including interest ranging from 8.00% to 25.00%, with due dates ranging from January 25, 2021 (which was paid off 2021) to October 1, 2022, and this loan is unsecured. The remaining balances were paid off during 2022.	-	18,734
Total Notes Payable – related party	-	159,630
Less: current portion	-	(73,527)
Long-term Notes Payable – related party, less current portion	$ -	$ 86,103

Interest expense for these loans for the year ended December 31, 2022 and 2021 was approximately $11,000 and $24,000.

Due to Silver Corporate Holdings, LLC

During 2022, Oasis received an advance for operating expenses from parent company Silver Corporate Holdings, LLC in the amount of $75,000. The full balance was outstanding as of December 31, 2022.

Oasis Transition

On December 31, 2018, the Oasis entered into an agreement with Oasis Transitions, LLC, for which the Company was to provide services to this Subsidiary in exchange for a 58%, controlling interest in this entity. Oasis began to provide these services on January 1, 2019, accordingly this entity was consolidated into the financial statements on that date. As of and for the year ended December 31, 2021, there was no activity in this entity and it was administratively dissolved during the year, which the remaining $41,985 of non-controlling interest were contributed to this entity by Oasis.

Note G – CARES Act Loans

PPP Loan

During the year ended December 31, 2021, the Company obtained a Paycheck Protection Program loan under the CARES Act in the amount of $260,166 to help keep the workforce employed during the COVID-19 crisis. The loan has a maturity of 2 years, an interest rate of 1% and initial loan payments are deferred for ten months. The loan can be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities. The remaining loan balance of $241,700 was fully forgiven in 2022.

Note G – CARES Act Loans (Continued)

EIDL Loan

On June 2, 2021, the Company executed the standard loan documents required for securing loans offered by the U.S. Small Business Administration under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the Company's business. This loan has principal amounts of $159,900. Interest accrues at a rate of 3.75% per annum and will accrue from the date of inception. Installment payments, including principal and interest, were due monthly beginning June 2, 2022 (twelve months from the initial date of the EIDL funding) with monthly payments of $731. The balance of principal and interest is payable via monthly payments for 30 years from the date of the EIDL. The EIDL is secured by a security interest on all of the Company's assets. A partial forgiveness of $9,900 was received and the remainder of the balance was fully paid off during 2022.

CARES Act Loans Interest

Interest expense for these loans for the year ended December 31, 2022 and 2021 was approximately $5,000 and $8,000, respectively.

Note H – Phantom Equity Interests

In 2020, the Company had issued phantom equity interests to certain employees and management. The Company entered into a Key Management Equity Plan which was designed to attract, retain, and motivate participants. Under the terms of the plan, these phantom equity interests were exercised and paid in cash by the parent company as part of the change in control of Oasis and cash provisions based on the performance interest agreement provisions. Due to the change in control (see Note A), effective December 15, 2022, all of the existing phantom equity interests were exercised due to this transaction, which resulted in phantom equity interests compensation of approximately $5,400,000.

Note I – Retirement Plan

The Company maintains a 401(k)-savings plan covering substantially all employees. Participants may elect to contribute up to $19,000 of their base compensation, as defined. The Company, at its discretion, may make a matching contribution up to 100% of the participant's first 3% of compensation and 50% of the participant's compensation deferrals exceeding 3% but no more than 5% of compensation. Company contributions to the plan were approximately $26,000 and $25,000 for the years ended December 31, 2022 and 2021, respectively.

Note J – Commitments and Contingencies

Leases

The Company leases office facilities and equipment under non-cancelable operating leases expiring in 2023.

Rent expense for these leases for the years ended December 31, 2022 and 2021, was approximately $45,000 and $43,000, respectively. At December 31, 2022, the remaining lease commitment was approximately $30,000.

Note J – Commitments and Contingencies (continued)

Capital Lease Obligations

The Company had a capital lease agreement with a related party for a vehicle. Capital lease agreements reflect the present value of future rental payments, less an interest amount implicit in the lease. The interest rate on this capital lease is 15% and matures on October 1, 2026. As of December 31, 2021, the asset related to this capital lease was disposed of for $36,131 with a corresponding gain on sale of this asset of $8,506, and the entire capital lease obligation was paid off.

Contingencies

From time to time, the Company may be involved in various litigation proceedings incidental to the ordinary course of business. In the opinion of management, the ultimate liability, if any, resulting from such litigation would not be material in relation to the Company's financial position or results of operations.

Note K – Summary of Franchise Businesses

The following is a summary of changes in the number of franchise businesses during the years ended December 31, 2022 and 2021:

Affiliate-Operated Businesses:	2022	2021
In Operation, Beginning of Year	1	1
New Affiliate-Operated Business	-	-
Franchised Business No Longer Affiliate-Operated	-	-
Ceased Operations	-	-
In Operation, End of Year	1	1

Franchised Businesses:	2022	2021
In Operation, Beginning of Year	110	88
New Franchises Sold	10	27
Franchised Business No Longer Affiliate-Operated	-	-
Ceased Operations	(4)	(6)
In Operation, End of Year	116	109
Total in Operation, End of Year	117	110

Note L – Subsequent Events

Subsequent events have been evaluated through April 27, 2023 which is the date the consolidated and combined financial statements were available to be issued.

EXHIBIT F

OPERATIONS MANUAL SUITE
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2022.05.20

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REV.2 2022.04.05

oasis

SENIOR ADVISORS®

Franchisee Pre-Training Manual

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OasisIQ Software Manual

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EXHIBIT G

FORM OF GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

(Form subject to change.)

For and in consideration of the Agreements and covenants described below, Oasis Senior Advisors Franchise Systems, LLC ("OSA")_____ ("Franchisee") and _____ ("Guarantors") enter into this General Release of Claims ("Agreement").

RECITALS

A. OSA and Franchisee entered into an OASIS SENIOR ADVISORS Franchise Agreement dated _____, ____.

B. Guarantors personally guaranteed Franchisee's obligations under the Franchise Agreement.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, OSA and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, (on behalf of itself, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them) and Guarantors (on behalf of themselves, their heirs, successors and assigns) (collectively and individually referred to as the "Franchisee Parties") release and forever discharge OSA, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, agents and employees in their corporate and individual capacities and their respective heirs, personal representatives, successors and assigns (collectively and individually referred to as the "Franchisor Parties") of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which any Franchisee Party may now or in the future own or hold, that in any way relate to the Franchise Agreement or the business relationship between the parties (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between any Franchisee Party and any Franchisor Party. [Add for Washington franchisees: This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

5. **Acknowledgement.** The release of Claims set forth in Section 4 is intended by the Franchisee Parties to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of any Franchisee Party against any Franchisor Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Franchisee Parties acknowledge that claims or facts in addition

to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Franchisee Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Franchisee Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

6. **Reservation of Claims Against Non-Settling Parties.** OSA and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of _____.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this General Release Agreement as of the date first above written.

Dated: _____, 20__

OASIS SENIOR ADVISORS
FRANCHISE SYSTEMS, LLC

By:_____

Its:_____

Dated: _____, 20__

FRANCHISEE:_____

By:_____

Its:_____

Dated: _____, 20__

GUARANTORS:

_____
Print Name

_____
Print Name

EXHIBIT H

OASIS IQ USER AGREEMENT

OASIS IQ USER AGREEMENT

This Oasis IQ User Agreement ("**Agreement**") is entered into by and between Oasis Senior Advisors Franchise Systems, LLC ("**Franchisor**"), a Florida limited liability company, and _____ ("**Franchisee**") a _____ [state] _____ [type of entity] as of the Effective Date identified on the signature page of this Agreement.

1. **Definitions**. Capitalized terms not defined elsewhere in this Agreement are defined as noted in Section 14 of this Agreement.

2. **Permission to Access and Use Oasis IQ.** Franchisor hereby grants to Franchisee the non-exclusive, non-transferable right (a) to access and use Oasis IQ during the term of this Agreement (the "**Term**") in accordance with terms of this Agreement, and (b) to authorize its employees and agents (its "**Authorized User(s)**") to access and use Oasis IQ on Franchisee's behalf during the Term, subject to and in accordance with the terms of this Agreement.

3. **Permitted Use of Oasis IQ**. Franchisee and its Authorized Users may use Oasis IQ only in connection with Franchisee's operation of its Franchised Business (as defined in the Franchise Agreement) in accordance with the Franchise Agreement.

4. **Fees**. Franchisee shall pay Franchisor a monthly fee of One Hundred and Twenty Dollars ($120.00) per Franchised Business, or any other amount specified by Franchisor pursuant to the Franchise Agreement, for the right to access and use Oasis IQ as permitted under this Agreement.

5. **Access Controls**.

a. *Appointment of Account Administrator*. Franchisee, or if Franchisee is an entity, an officer of Franchisee (the "**Account Administrator**") will act on behalf of Franchisee on all matters related to Oasis IQ. The Account Administrator must have authority to enter into binding contracts (including this Agreement) on behalf of Franchisee with respect to Franchisee's and its Authorized Users' use of Oasis IQ. The Account Administrator shall follow all protocols and instructions with respect to the administration, configuration, security and use of Oasis IQ as may from time to time be communicated by Franchisor to the Account Administrator. Franchisee shall be responsible for ensuring that its Account Administrator complies with this Agreement.

b. *Access Level Groups*. Franchisee, acting through its Account Administrator, may assign different Authorized Users to different access level groups. Franchisor shall have no responsibility for assigning Authorized Users to access level groups.

c. *Password Security*. Franchisee agrees that it is solely responsible for ensuring that (1) its Authorized Users do not share their User Identities with other individuals, including other Authorized Users, except that the Account Administrator may provide the appropriate User Identity to each member of an access level group, and (2) its Authorized Users understand the need and take appropriate measures to keep all User Identities secret and confidential. Franchisor will have the right to assume that any individual accessing or using Oasis IQ under a given User Identity is the individual associated with such User Identity in its records and will grant access to Franchisee's Account Information and other capabilities accordingly. Franchisee will be entirely responsible for the acts and omissions of anyone using a User Identity associated with Franchisee's name in Franchisor's records as though such acts and omissions were the acts and omissions of Franchisee, whether or not such acts or omissions or the use of the User Identity were authorized by Franchisee.

d. *Security Risks*. Franchisee acknowledges that Internet-based solutions can not be made perfectly secure or reliable and that data processing entails the likelihood of some human and machine errors, omissions, downtime, delays, and losses, including inadvertent loss or corruption of data, which may give rise to losses or damage. Franchisee accepts responsibility for adopting reasonable measures to

limit its exposure with respect to such potential losses and damage. Franchisee will notify Franchisor immediately of any known or suspected unauthorized use of a User Identity registered to Franchisee or any other breach of security. At Franchisee's request, Franchisor will deactivate any or all User Identities associated with Franchisee's name in Franchisor's records; provided, however, that Franchisor will have a commercially reasonable period of time to do so.

e. *Right to Deny Access*. For the protection of Franchisee and its Authorized Users, Franchisor reserves the right (1) to deactivate any User Identity; (2) to require Authorized User(s) to change User Identities; or (3) to deny, limit or terminate access to Oasis IQ or any portion thereof, at any time, as necessary or advisable to protect the security and integrity of Oasis IQ. Whenever Franchisor is able to do so without compromising the security or integrity of Oasis IQ, Franchisor will give Franchisee reasonable notice before taking such action. If Franchisor determines, in its Reasonable Business Judgment, that it is advisable to take immediate action, without prior notice to Franchisee, Franchisor will notify Franchisee as soon as reasonably practicable of its action and, if it can do so without compromising the security of Oasis IQ or any investigation, the reason(s) for the action.

6. **Use of Discussion Forums**.

a. *Rules Governing Use of Discussion Forums*. The following additional terms and conditions govern the use of Discussion Forums made available through Oasis IQ ("**Discussion Forums**"). Franchisee and its Authorized Users may not

- post any Content that is protected by copyright, trademark, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights without the express permission of the owner of the respective right;
- post any Content that is harmful; hateful; threatening; abusive; harassing; belittling, defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; offensive; inappropriate; or inflammatory;
- post any Content that is intended to embarrass anyone;
- post any Content that the user knows (or reasonably should know) is false, deceptive or misleading;
- post any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- post any Content that violates the Franchise Agreement;
- post any private information about another person, including addresses, phone numbers, email addresses, social security numbers, credit card or financial account information, health information, and so on;
- impersonate any person or entity, or falsely state or otherwise misrepresent oneself, one's age, or one's affiliation with any person or entity;
- use a Discussion Forum in a manner that violates any laws or regulations;
- use a Discussion Forum to solicit money, goods or services for private gain;
- use a Discussion Forum to solicit money, goods or services for any charitable purposes without Franchisor's written consent;
- use a Discussion Forum to promote political views or candidates or religious or philosophical views;

- use a Discussion Forum to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; or
- use a Discussion Forum in a manner that, in our Reasonable Business Judgment, restricts or inhibits the productive use of the Discussion Form by any other user.

b. *Right to Monitor and Remove User Generated Content*. Franchisee and its Authorized Users acknowledge that Franchisor has the right (but not the obligation) to monitor Postings and the right (but not the obligation), in its Reasonable Business Judgment, to remove any Postings that violates this Agreement for any other reason.

7. **Confidential Information**. Franchisee agrees that Oasis IQ, all User Identities, Feedback (as hereinafter defined), and all Postings shall be "Confidential Iinformation" of Franchisor. In order to foster open dialogue, protect the Confidential Information, protect the goodwill in the brand, and avoid copyright infringement, Franchisee and its Authorized Users agree (1) to keep all Confidential Information strictly confidential; (2) not to copy, distribute, display or perform publicly, or prepare derivative works based on any Postings (for example, by re-posting any excerpts on other websites); (3) not to disclose any Confidential Information nor use any Confidential Information except in connection with Franchisee's operation of its Franchised Business in accordance with the terms of the Franchise Agreement; and (4) not to use any Postings in any manner that is reasonably likely to damage the goodwill in the brand. This section shall survive the termination of this Agreement.

8. **Restrictions on Use of Oasis IQ**. Franchisee and its Authorized Users will not and will not suffer any third party to

a. access, view, use, copy, modify or prepare derivative works of any part of Oasis IQ, except as expressly authorized in this Agreement;

b. resell, distribute, rent, lease, sublicense, lend, give, market, commercialize, assign, or otherwise transfer rights or usage of all or any part of Oasis IQ to any third party, except as expressly authorized in this Agreement;

c. reverse engineer, translate, disassemble, decompile, or cause or allow discovery of the source code for any part of Oasis IQ or attempt to do so;

d. remove, obscure or alter the copyright, trademark or other proprietary notices affixed to or contained Content made available through Oasis IQ;

e. use Oasis IQ in any manner or in connection with any data that (1) infringes upon or violates any patent, copyright, trade secret, trademark, publicity, privacy or other right of any third party, (2) violates any applicable international, federal, state, provincial or local law, rule, regulation or ordinance, including but not limited to any restriction concerning the export of software, products, technology, or technical information from the United States or from any country in which obligations under the Franchise Agreement are to be performed or in which Franchisor or any of its affilates operate; or (3) violates any applicable privacy policy or other privacy promise;

f. attempt to gather and use information available through Oasis IQ to transmit any unapproved advertising; or

g. engage in conduct intended to or likely to damage Oasis IQ, for example, by knowingly introducing any viruses, worms, other malicious code to Oasis IQ.

9. **Right to Modify Web Service.** Franchisor retains the right, in its sole and absolute discretion, to modify, alter or enhance the operation and functionality of Oasis IQ without prior notice to Franchisee.

10. **Term and Termination**.

a. *Term*. The Term of this Agreement will commence on the later of November 1, 2013, or the date on which Franchisee or one of its Authorized Users first accesses and uses Oasis IQ and shall continue until this Agreement is terminated as provided below or as otherwise provided in the Franchise Agreement.

b. *Termination*.

(1) Franchisor may, in its sole determination, terminate this Agreement if Franchisee (one of its Authorized Users) is in material breach of this Agreement by notifying Franchisee, in writing, of such termination. Franchisee will not be entitled to a cure period unless a cure period is specified in Franchisor's notice.

(2) Franchisor may terminate this Agreement at any time upon written notice to Franchisee, if Franchisor ceases generally to provide Oasis IQ to its Franchisees.

(3) This Agreement shall automatically terminate without necessity of notice if the Franchise Agreement expires or is terminated.

c. *Franchisee's Obligations Upon Termination*. Upon the expiration or termination of this Agreement for any reason, Franchisee will cease all use of Oasis IQ and will return in a secure manner all copies of the documentation relating to the Software in Franchisee's possession or under its control and will certify to Franchisor that it has done so.

d. *Franchisor's Obligations Upon Termination*. If this Agreement is terminated pursuant to Section 9(b)(2), and provided the Franchise Agreement is still in full force and effect, Franchisor will provide a copy of Franchisee's Account Information to Franchisee in a standard format and secure manner as reasonably requested by Franchisee.

e. *Cross-Default*. A termination of this Agreement will not automatically result in termination of the Franchise Agreement; provided, however, a material breach by Franchisee (or one of its Authorized Users) of its obligations under the terms of this Agreement will constitute a material breach of the Franchise Agreement.

f. *Survival*. Sections 1, 5(c-d), 6(c), 7, 8, 10(c-e), and 11-16 of this Agreement will survive the termination of this Agreement.

11. **Intellectual Property**.

a. *Oasis IQ.* Franchisee acknowledges and agrees that, as between Franchisor and Franchisee, Franchisor owns all rights, title and interests in and to Oasis IQ and each component thereof, including all intellectual property rights therein or appurtenant thereto. Franchisee further acknowledges and agrees that Oasis IQ contains the valuable trade secrets of Franchisor and third parties. Franchisee will not acquire any right, title or interest in Oasis IQ or any portion or component thereof pursuant to this Agreement, other than the right to access and use Oasis IQ as expressly granted in this Agreement, subject to the terms and conditions of this Agreement.

b. *Account Information*. The parties acknowledge and agree that (1) Franchisee has the right to use the Account Information in the operation of its Franchised Business, subject to the terms of the Franchise Agreement; and (2) Franchisor has the right to use Account Information for the purpose of performing Franchisor's obligations hereunder and in any other way or manner that Franchisor believes, in its Reasonable Business Judgment, is in the best interests of the System.

c. *Postings*. By submitting Postings to Oasis IQ Discussion Forums, Franchisee and its Authorized Users are assigning, and hereby assign, all worldwide right, title and interest including without limitation copyright rightsin such Postings to Franchisor. Franchisees and their Authorized Users

many not copy, distribute, display or perform publicly or prepare derivative works based on any Postings without Franchisor's prior written permission.

d. *Feedback*. By submitting comments, suggestions and other feedback relating to Oasis IQ or the Oasis Senior Advisors franchise system (the "**System**") through Oasis IQ (collectively, "**Feedback**"), Franchisee and its Authorized Users grant to Franchisor a perpetual, non-revocable, worldwide, fully-paid up, royalty free license to use, reduce to practice, make, exploit, reproduce, display and perform publicly, sublicense, distribute, and prepare derivative works based on such Postings and Feedback (and all know-how related thereto) for any purpose whatsoever, including but not limited to designing, developing, marketing and operating web-enabled services. Unless Franchisee or its Authorized User expressly states otherwise in the communication in which the Feedback is provided, Franchisor shall have the right to assume that neither Franchisee nor its Authorized User claim any patent rights in the Feedback. Upon Franchisor's request, Franchisee will execute such further instruments and take such further actions as Franchisor may reasonably request, at Franchisor's expense, to evidence or protect Franchisor's rights in such Feedback.

e. *Assignments*. Franchisee agrees to enter into agreements with Authorized Users whereby Authorized Users assign all right, title and interest including without limitation copyright rights in Postings and Feedback to Franchisee.

12. **Disclaimer of Representations and Warranties.** OASIS IQ AND ANY RELATED PRODUCTS AND SERVICES PROVIDED TO USER HEREUNDER ARE PROVIDED "**AS IS**," "**AS AVAILABLE**," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISOR, ITS AFFILIATES, ITS LICENSORS AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, IN CONNECTION WITH OASIS IQ OR ANY RELATED PRODUCTS AND SERVICES PROVIDED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

13. **Limitations on Liability**.

a. IN NO EVENT WILL FRANCHISOR, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO FRANCHISEE OR ANY AUTHORIZED USER (NOR TO ANY THIRD PARTY CLAIMING THROUGH FRANCHISEE OR ANY AUTHORIZED USER) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, OR GOODWILL OR LOSS, CORRUPTION OR THEFT OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (1) OASIS IQ OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, (2) FRANCHISEE OR ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE OASIS IQ OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (3) FRANCHISEE'S ACCOUNT INFORMATION.

b. IN NO EVENT WILL FRANCHISOR'S, ITS AFFILIATES', ITS LICENSORS', ITS SERVICE PROVIDERS', OR ITS OR THEIR DIRECTORS', OFFICERS', EMPLOYEES', OR AGENTS' COMBINED AGGREGATE LIABILITY HEREUNDER TO FRANCHISEE OR ANY AUTHORIZED USER (OR ANY THIRD PARTY CLAIMING THROUGH FRANCHISEE OR ANY AUTHORIZED USER) FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (1) OASIS IQ OR ANY RELATED PRODUCTS OR SERVICES PROVIDED HEREUNDER, (2) FRANCHISEE OR ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE OASIS IQ, ANY OTHER

PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (3) FRANCHISEE'S ACCOUNT INFORMATION, EXCEED ONE HUNDRED DOLLARS ($100.00).

c. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FRANCHISOR OR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS HAD BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

d. USER ACKNOWLEDGES THAT FRANCHISOR COULD NOT MAKE OASIS IQ AVAILABLE TO USER ON THE TERMS SET FORTH IN THIS AGREEMENT IF FRANCHISOR'S LIABILITY AND THAT OF THIRD PARTIES WERE NOT LIMITED AS SET FORTH IN THIS AGREEMENT.

14. **Indemnification.** Franchisee will indemnify, defend and hold Franchisor, its affiliates, its third-party licensors and its service providers, and its and their respective directors, officers, employees, licensors, service providers and agents, harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees and disbursements, arising out of or in connection with Franchisee's (or any of Franchisee's Authorized Users') breach of this Agreement.

15. **Definitions**

a. "**Account Information**" means data and other information transmitted to Oasis IQ by a Franchisee or one of its Authorized Users and all data, reports, and other information generated by Oasis IQ based on such information, except that "Account Information" does not include any "Postings."

b. "**Confidential Information**" has the meaning given it in Section 7.

c. "**Content**" means all of the text, images, photographs, graphics, audio and/or video clips and other information and materials published, posted or displayed on the Site, together with all related metadata.

c. "**Franchise Agreement**" means the franchise agreement between Franchisee and Franchisor, together with all related manuals, policies and practices, including Oasis Senior Advisors Operations Manual, Software Manual, Employee Manual or Pre-Work Manual; as from time to time amended.

d. "**Franchisee**" means the franchisee associated in Franchisor's records with the User Identity used to access Oasis IQ.

e. "**Franchisor**" means Oasis Senior Advisors Franchise Systems, LLC

f. "**Posting(s)**" means all comments and other Content posted by a Franchisee or its Authorized Users on a Discussion Forum (as defined in Section 6 above).

g. "**Site**" means the website currently located at https://iq.oasisseniorad visors.com and all Updates thereto.

h. "**Software**" means the proprietary franchise management software developed by Franchisor and made available to Franchisees and their Authorized Users through Oasis IQ, together with all related documentation provided by Franchisor to Franchisee, and all Updates to the foregoing.

i. "**Oasis IQ**" means, collectively, this Site, the Content, the Account Information, the Software, and all of the software, code, hardware and connectivity used to host, operate and maintain the foregoing and provide the Software as a service to Franchisees, together with all Updates thereto.

j. "**Updates**" means, collectively, any and all fixes, updates, additions, deletions, modifications, enhancements or new versions.

k. "**User Identity**" means a unique combination of username and password used to access Oasis IQ.

16. **General Terms**.

a. *Relationship Of The Parties*. Franchisor and Franchisee agree that each is an independent contractor in the performance of each and every part of this Agreement. Each will be responsible for the management, direction, control, supervision, and compensation of its own employees, contractors and agents.

b. *Third-Party Service Providers*. Franchisor reserves the right to subcontract its obligations under this Agreement to selected third-party service providers. The subcontracted services may include hosting and maintenance services. Franchisor will remain responsible, however, for the proper performance of all of its obligations under this Agreement, whether Franchisor performs those obligations directly or through a third-party service provider.

c. *Reasonable Business Judgment*. Whenever in this Agreement Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably, in good faith, or in the best interests of the System, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making a decision or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving client service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

d. *Assignment*. Franchisee may not sell, assign, license, sub-license or otherwise convey in whole or in part, by operation of law or otherwise, to any third party this Agreement or any of Franchisee's rights or obligations hereunder, unless such assignment, sale or other action is approved in advance and in writing by Franchisor; provided, that in no event will any such assignment, sale or other action be deemed to relieve or release Franchisee from any obligations under this Agreement. Franchisor may assign this Agreement at any time.

e. *Successors and Assigns*. The terms, conditions and obligations of this Agreement will inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

f. *Force Majeure*. Neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, acts of God, acts of any governmental authority, strikes or labor disputes, acts of war or terrorism, fire, severe weather or natural disasters, or other similar events. Without limiting the foregoing, Franchisor will not be responsible for any loss or unavailability of Oasis IQ or any Account Information that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment, computer viruses, unauthorized access, theft, operator errors, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, or other similar events.

g. *Notices*. Any notice required or permitted to be given under this Agreement will be deemed given when given in accordance with the notice provisions of the Franchise Agreement.

h. *Injunction*. Franchisee agrees that, in addition to any and all other remedies available to Franchisor at law, Franchisor shall have the right to have any activity by Franchisee that does or would

constitute a breach or violation of this Agreement restrained by equitable relief, including, but not limited to, a temporary restraining order, a preliminary injunction, a permanent injunction, or such other alternative relief as may be appropriate, without the necessity of posting any bond.

i. *Governing Law; Personal Jurisdiction*. This Agreement will be governed under the laws of Tennessee without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All actions or proceedings arising out of or relating to this Agreement will be venued exclusively in state or federal court in Tennessee, U.S.A., and the parties hereby irrevocably consent and submit themselves to the personal and exclusive jurisdiction of said courts for all such purposes.

j. *No Waiver*. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by a party of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

k. *Severability*. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

l. *Rules of Interpretation*. As used in this Agreement, the word "or" is not exclusive and the words "including" or "include" are not limiting.

m. *Amendment*.

(1) Franchisor may supplement or amend this Agreement at any time by posting the revised Agreement on the login page of the Site and/or the Franchise Agreement (specifically, the Manual Suite). Continued use of Oasis IQ by Franchisee and its Authorized Users will constitute Franchisee's and its Authorized User's agreement to be bound by the revised Agreement. Franchisor will alert you to any changes by posting a notice on the login page for at least 60 days following such change.

(2) This Agreement may be supplemented or amended by notices and instructions posted on the applicable areas of Oasis IQ. If the terms and conditions set forth in any such notice conflict with the terms and conditions of this Agreement, the contrary terms and conditions set forth in the notice will govern, but only with respect to the subject matter of the notice.

n. *Order of Interpretation/Entire Agreement*. This Agreement is intended to supplement the Franchise Agreement and will be interpreted, to the extent possible, as supplementary to, not conflicting with the Franchise Agreement. To the extent any term of this Agreement is interpreted to conflict with a term of the Franchise Agreement, that term will govern, but only with respect to the subject matter hereof. This Agreement, together with the Franchise Agreement contains the entire agreement between Franchisor and Franchisee with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between Franchisor and Franchisee with respect to such subject matter.

[***Signature Page Follows***.]

The parties have duly executed and delivered this Agreement as of the dates noted below.

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

The **Effective Date** of this Agreement is: _____.

If you are an Individual Franchisee, sign below:

_____
Printed Name of Individual Franchisee

_____
Your Signature

Date Signed:_____

If you are a Business Entity Franchisee, sign below:

_____
Printed Name of Entity

_____
State of Formation

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT I

LIST OF FRANCHISEES

LIST OF FRANCHISED BUSINESSES
(as of December 31, 2023)

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
Serenity Senior Solutions, Inc. TJ Halsey	Birmingham	AL	923 Old Cahaba Dr.	Helena	AL	35080	205-588-8950
Edenz Senior Services Chris and Andi Remy	Northern Arizona	AZ	4252 Brainsbury Dr.	Prescott Valley	AZ	86314	928-278-3899
Arizona Certified Senior Advisor, LLC Shawn Charles	South and East Valley	AZ	3232 E. Birchwood Place	Chandler	AZ	85249	480-519-7962
Arizona Certified Senior Advisor, LLC Shawn Charles	Southern Phoenix	AZ	3232 E. Birchwood Place	Chandler	AZ	85249	480-519-7962
Auxilium Vobis, LLC Eric and Amy Olsen	Central San Joaquin Valley	CA	517 E Clinton Ave.	Fresno	CA	93704	559-399-0399
OC Resources for Seniors, Inc. Steven Wanamaker	Coastal OC	CA	28351 Via Alfonse	Laguna Niguel	CA	92677	949-535-1599
Brenda-Lee and Geoff Smith Trua	Coastal San Diego	CA	10160 Oak Spur Way	Escondido	CA	92026	760-688-7618
Gilbeau Senior Advisors Laura Gilbeau, Samantha Gilbeau	East Sacramento	CA	8055 Carolyn Court	Roseville	CA	95747	916-918-3792
Michael Scoggin	Silicon Valley	CA	130 Gemini Court	Los Gatos	CA	95032	650-933-3336
NMJ Services, LLC Nastassia Janes	Aurora	CO	1225 Van Gordon Street	Lakewood	CO	80401	720-862-9726
Hereiam Senior Advisors, LLC Randy and Sara Bulow	Lakewood Arvada	CO	2831 Silver Pl.	Superior	CO	80027	720-822-9525
NMJ Services, LLC Nastassia Janes	Littleton	CO	1225 Van Gordon Street	Lakewood	CO	80401	720-862-9726
Hereiam Senior Advisors,LLC Randy and Sara Bulow	N. Colorado	CO	2831 Silver Pl	Superior	CO	80027	720-822-9525
Hereiam Senior Advisors, LLC Randy and Sara Bulow	N. Metro Denver	CO	300 Center Drive, Suite G347	Superior	CO	80027	720-822-9525
Doyleco Enterprises, Inc. Susan and Paul Doyle	Fairfield County	CT	1127 High Ridge Rd.	Stamford	CT	06905	475-619-4123
JK Senior Advisors CT, LLC Jane Fisher and Kevin O'Rourke	South Central & Southeastern CT	CT	342 Quinnipiac St., Unit B	Wallingford	CT	06492	475-775-0212

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
Paxson, LLC Lynn Paxson	Delaware	DE	7209 Lancaster Pike	Hockessin	DE	19707	302-668-0298
Steven Moses Moses Care, LLC	Altamonte Springs	FL	1800 Pembrook Drive, #300	Orlando	FL	32810	407-250-8100
MLJC, LLC Lori & Marty LeGrand	Central Florida	FL	2675 Summitview Dr.	Lakeland	FL	33812	863-899-3285
Suncoast Sr. Advisors, Inc. Jason Davidson	Clearwater	FL	2355 Bent Tree Road, Apt # 2213	Palm Harbor	FL	34683	727-512-2989
First Coast Senior Advisors, Inc. Dave and Melanie Stieglitz	Daytona	FL	12965 Spiceberry Circle S	Jacksonville	FL	32246	904-386-5708
Senior Living Experts Candy Cohn	Delray Beach	FL	160 W. Camino Real #156	Boca Raton	FL	33432	954-540-2595
The Walker Watermark, Inc. Cindy Walker & Sandy Moffett	Ft. Myers	FL	3739 Milano Lakes Circle #408	Naples	FL	34114	239-218-7739 or 352-422-5952
First Coast Senior Advisors, Inc. David & Melanie Stieglitz	Jacksonville	FL	12965 Spiceberry Circle S	Jacksonville	FL	32246	904-386-5708
The Walker Watermark, Inc. Cindy Walker & Sandy Moffett	Naples	FL	3739 Milano Lakes Circle #408	Naples	FL	34114	239-218-7739 or 352-422-5952
Moses Care, LLC Steven Moses	Orlando	FL	1800 Pembrook Drive, #300	Orlando	FL	32810	407-250-8100
Senior Living Experts Candy Cohn	Palm Beach Gardens	FL	160 W. Camino Real #156	Boca Raton	FL	33432	954-540-2595
Home Town Transitions, LCC Ken Schlachter	Sarasota and Bradenton	FL	677 North Washington Blvd	Sarasota	FL	34236	941-313-5330
Senior Living Experts Candy Cohn	South Florida	FL	160 W. Camino Real #156	Boca Raton	FL	33432	954-540-2595
Integral Alternatives Jennifer Libratore	Treasure Coast	FL	1500 SW Belgrave Terrace	Stuart	FL	34990	772-600-8204
Senior Living Finders, Inc Laura Banner, Kelly Rasmovich	Norcross	GA	3250 Laura Lane	Cumming	GA	30040	770-878-3610

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
Compassionate Education, LLC Laura and Bob Banner	North Georgia	GA	3250 Laura Lane	Cumming	GA	30040	770-878-3610
Keyframe Endeavors Chris Rollwitz	Savannah and Hilton Head	GA	520 E. 51st Street	Savannah	GA	31405	912-482-1079
Heart & Hand Seniors Advisors, Inc. Kelly Graffius	Roswell	GA	4082 Primrose Lane	Peachtree Corners	GA	30092	678-753-8155
Strength4today, LLC Beth Gwinn	Inland Northwest	ID*	5570 East Shoreline Drive	Post Falls	ID	83854	619 857-3005
Kristy & Mark Malone	Algonquin	IL	305 Ridgewood Dr.	Bloomingdale	IL	60108	630-506-0225
Nimmer Advisory Solutions, Inc. Rob Nimmer	Chicago North Shore	IL	369 Bloomfield Ct.	Vernon Hills	IL	60061	847-401-0055
JYFL Ventures, Inc. Alan and Lee Ann Hoffman	Naperville	IL	4116 Joe Willie Drive.	Naperville	IL	60564	630-360-1041
JMR Services, Inc. Julianne Rizzo	Southwest Chicago	IL	9064 Archer Avenue, Unit D	Willow Springs	IL	60480	708-929-8221
1R Enterprises Incorporated Darin Smith	Carmel	IN	3934 Sundance Court	Zionsville	IN	46077	765-535-3844
Serenity Senior Advisors, Inc. Lynn Maserejian	Evansville & Tri State Area	IN	11005 Cypress Creek Drive	Evansville	IN	47725	812-567-2364
Team Krull, LLC Tabitha Krull	Kansas City	KS	72 Beauregarde Circle	Liberty	MO	64068	913-333-6806
Foundation of Charis, LLC Jeffrey and Amy Crittenden	Louisville	KY	12468 LaGrange Rd. Suite 338	Louisville	KY	40246	502-631-3002
Megan Fisher Minute Man Senior Placement, LLC	Boston South Shore	MA	61 Hull Street	Cohasset	MA	02025	781-490-0180
Bill Cleary Happy-Place Corp	Greater Boston	MA	17 Pierre Vernier Dr.	Sandwich	MA	02563	508-538-8100
Clarity Point Services, Inc Patricia Jacotin	Northwest Boston	MA	94 Spring Street	Lexington	MA	02421	781-205-9455
JMTB Associates Jim Monti	Plymouth, MA	MA	95 Reycroft	Plymouth	MA	02360	617-694-8656
Eric Aasheim Happy Valley Senior Consulting, Inc	Western Mass	MA	121 Barton Ave.	Belchertown	MA	01007	413-351-6577

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
Kidd Placement Services, LLC	Annapolis	MD	32 Ashley Way	Myersville	MD	21773	301-456-6378
Kidd Placement Services, LLC Kriste Kidd	Columbia-Ellicott City	MD	32 Ashley Way	Myersville	MD	21773	301-456-6378
Kidd Placement Services, LLC Kriste Kidd	Frederick	MD	32 Ashley Way	Myersville	MD	21773	301-456-6378
Izzron Enterprises, LLC Johanna Swanson	Harford	MD	200 Bentley Road	Parkton	MD	21120	410-600-3155
Izzron Enterprises, LLC Johanna Swanson	Northwest Baltimore	MD	200 Bently Road	Parkton	MD	21120	410-600-3155
Rockwood Marketing, LLC Harby Tran	Rockville	MD	1913 Washburn Court	Frederick	MD	21702	703-638-8629
Aspire Senior Advisory Services Inc Josephine Isaac	Silver Spring	MD	6701 Village Park Dr	Greenbelt	MD	20770	240-761-3060
Autonomous Lifestyle, Inc Yvette Staton.	Greater Ann Arbor	MI	26562 Derby Court	South Lyon	MI	48178	248-938-2462
LIMETA, LLC Brian Hauenstein	Greater Grand Rapids	MI	6880 Whitefish Rd.	Howard City	MI	49329	616-485-7484
Envy Acquisitions, LLC Vickie Jozefiak	Macomb	MI	37600 Lakeshore Drive	Harrison Township	MI	48045	586-596-8523
Segret, Inc. Matthew & Amy Wilczek	Mid-Michigan	MI	1063 Nautical Dr.	Okemos	MI	48864	517-657-3155
Tina Butler Butler Care Services, Inc.	Muskegon	MI	13808 Forest Park Dr.	Grand Haven	MI	49417	231-755-6746
Envy Acquisitions, LLC Vickie Jozefiak	West Bloomfield	MI	37600 Lakeshore Drive	Harrison Township	MI	48045	586-596-8532
BCJ Senior Advisors, LLC Brad Johnson	Southern Twin Cities	MN	6705 Southcrest Dr.	Edina	MN	55435	612-327-3843
Team Krull, LLC Tabitha Krull	Kansas City	MO	9815 N. Skiles Avenue	Kansas City	MO	64157	913-333-6806
The Fathers Business Gerry Rife	Raleigh	NC	1207 Mossy Glade Circle	Apex	NC	27502	919-454-4181
MJRC Senior Advisors Jenny Trebold	Omaha	NE	19817 Ash Street	Gretna	NE	68028	402-669-9490

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
The Ambrose-Black Corporation Rashonda Ambrose	Cherry Hill	NJ	9 Saint Andrews Drive	Laurel Springs	NJ	08021	205-706-3833
Con2Wars Co. Connie Roberson	Jersey Shore	NJ	26 Coliseum Drive	Eastampton	NJ	08060	732-675-3140
E & 3 C's Enterprises Connie Pizarro	North Jersey Somerset	NJ	371 Hoes Lane, #200	Piscataway	NJ	08854	732-524-8864
E & 3 C's Enterprises Connie Pizarro	Somerset	NJ	371 Hoes Lane, #200	Piscataway	NJ	08854	732-524-8864
E & 3 C's Enterprises Connie Pizarro	West Brunswick	NJ	371 Hoes Lane #200	Piscataway	NJ	08854	732-524-8864
Eastern Kingbird Corporations Teres Rodney	Brooklyn (New York City)	NY	1153 Schenectady Ave	New York	NY	11203	917-830-7088
Family Panoramic, Inc. Matt Gardiner	Buffalo, New York	NY	7 Limestone Dr	Williamsville	NY	14221	716-717-3664
Family Panoramic, Inc Matthew Gardiner	Rochester	NY	498 Fillmore Ave	East Aurora	NY	14052	716-717-3664
Doyleco Enterprises, Inc. Paul & Susan Doyle	Westchester	NY	1127 High Ridge Rd.	Stamford	CT	06905	475-619-4123
Jeffrey & Katherine Robinson Bella Finis SDG, LLC	Cincinnati	OH	2692 Madison Rd. N1-379	Cincinnati	OH	45208	513-302-6957
KWIC Enterprises, LLC Stacey Streeter	Cleveland South	OH	14751 Regency Dr	Strongville	OH	44149	330-441-2935
HDSM, LLC David DeLorge	Cleveland West	OH	21337 Drake Rd	Strongsville	OH	44149	440-334-2057
Timmons Senior Advisors, LLC Tina Timmons	Dayton	OH	7240 Colleen Court	Dayton	OH	45415	937-825-2985
JLS Senior Services, LLC Jenny Sanchez	Mason	OH	8167 Mariner Lane	Maineville	OH	45039	513-266-2148
HDSM, LLC David DeLorge	Northcoast Ohio	OH	21337 Drake Road	Strongsville	OH	44149	440-334-2057
HDSM, LLC David DeLorge	Northeastern Ohio	OH	21337 Drake Road	Strongsville	OH	44149	440-334-2057
Timmons Senior Advisors	Springfield	OH	7240 Colleen Court	Dayton	OH	45415	937-825-2985

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
CSJ Stronger Together, Inc. Chris and Shauna Beiler	West Cincinnati (Delhi, OH)	OH	4388 Matson Ave.	Deer Park	OH	45236	513-570-8281
Helping Seniors, LLC Bob Hollinger	Lehigh Valley	PA	5381 Princeton Rd.	Macungie	PA	18062	610-704-4090
Burgi 627, Inc. Scott Burgess	Lower Bucks County	PA	15 Glen Dr.	Yardley	PA	19067	215-815-1106
Lindsey Poeth, LLC Lindsey Poeth	Mainline	PA	52 Summit Rd.	Malvern	PA	19335	484-947-4266
Lindsey Poeth, LLC Lindsey Poeth	Mainline II	PA	52 Summit Rd.	Malvern	PA	19335	484-947-4266
Burgi 627 Inc. Scott Burgess	Montgomery Bucks	PA	15 Glen Dr.	Yardley	PA	19067	215-815-1106
Meyer Senior Services Enterprises, Inc. Ben Meyer	Pittsburgh	PA	5427 Forest Edge Dr.	McDonald	PA	15057	412-853-5877
Meyer Senior Services Enterprises, INC. Ben Meyer	South Hills	PA	5427 Forest Edge Dr.	McDonald	PA	15057	412-853-5877
Kidd Placement Services, LLC Kriste Kidd	York	PA	32 Ashley Way	Myersville	MD	21773	301-456-6378
Bowes and Rohde, LLC Neal Bowes	Greenville	SC	2000 Michael Drive	Johnson City	TN	37604	864-397-7033
Lowcountry Senior Advisors, LLC Marcia Germaine	Lowcountry	SC	1695 Pierce Street	Daniel Island	SC	29492	843-300-1893
Bowes and Rohde, LLC Neal Bowes	East Tennessee	TN	2000 Michael Drive	Johnson City	TN	37604	423-896-2747
JEBCKB, INC John Brown	Austin North	TX	152 Sandstone Trail	Buda	TX	78610	512-800-1469
Senior Advisors of the Coastal Bend Kendra Reneau	Corpus Christi	TX	5513 Sarazen Dr	Corpus Christi	TX	78413	361-742-0766
Crystal Drumgoole KCAN Good Works, Inc	Fort Worth	TX	4236 Stone Hollow Way	Euless	TX	76040	817-805-1560
Olia Davis Autumn Steps	Frisco	TX	5416 Hampshire Dr.	McKinney	TX	75070	214-901-2339
Michael T. Williams LMJE, Inc.	NW Houston	TX	8815 W. Rayford Rd.	Tomball	TX	77375	832-820-9951

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
JEBCKB, INC John Brown	South Austin	TX	152 Sandstone Trail	Buda	TX	78610	512-800-1469
Emily Blackburn Blackburn Senior Services Corp.	Ogden	UT	1671 Galbraith Lane	Kaysville	UT	84037	801-633-8933
Rockwood Marketing, LLC Harby Tran	Fairfax County	VA	1913 Washburn Court	Frederick	MA	21702	703-638-8629
Glen Allen Senior Advisors Corp. John Krug	Richmond West	VA	236 Michaux Run Ct.	Midlothian	VA	23113	804-389-4542
Brunner Consulting Corporation Kate Brunner	Fox Valley	WI	7627 Pond View Lane	West Bend	WI	53090	920-331-7256
Metoxen Enterprises, LLC Matt Metoxen	Green Bay	WI	63 Stoney Ridge Road	Ripon	WI	54971	920-600-9797
O'Desky Consulting, LLC Lauren O'Desky	Janesville	WI	10533 North Manor Circle	Mequon	WI	53092	262-777-0462
Odesky Consulting, LLC Lauren O'Desky	North Milwaukee	WI	10533 North Manor Circle	Mequon	WI	53092	262-777-0462
Odesky Consulting, LLC Lauren O'Desky	Western Milwaukee	WI	10533 North Manor Circle	Mequon	WI	53092	414-333-6708

* A portion of the Inland Northwest, Idaho territory is also in Washington state.
** A portion of the New Hampshire & NE Massachusetts territory is also in Massachusetts

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT NOT YET OPENED THEIR BUSINESSES

(as of December 31, 2023)

Franchisee Entity Name and Contact Person	Territory Name	Territory State	Contact Address	City	ST	Zip Code	Phone
McKitz Senior Advisors, LLC Patrick McCabe and Jeanette Kitzmann	Inland Empire	CA	7375 SVL Box	Victorville	CA	92395	909-707-2221
AGA Advising, LLC Amanda Gast	North County Inland	CA	30610 Lilac Road	Valley Center	CA	92082	760-705-3900
TrueTB Advisory Services Company Tim Blankenstein	Chicago	IL	1247 West Madison St., Unit 201	Chicago	IL	60607	464-206-4469
Aspire Senior Advisory Services Inc. Josephine Isaac	Waldorf	MD	6701 Village Park Drive	Greenbelt	MD	20770	240-761-3060

LIST OF FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE AGREEMENT, CLOSED THEIR FRANCHISED BUSINESS OR WHOSE FRANCHISE AGREEMENT WAS TERMINATED IN 2023

Name	Address	Territory State	Phone Number	Reason and Number of Franchised Businesses
Aimee Nichols	12204 Winding Woods Way Lakewood Ranch, FL 34202	FL	240-731-4477	Transfer (1)
JP Benlian Consulting Services Corp JP Benlian	3485 N. Cole Road, POB 44626 Boise, ID 83854	ID	208-761-2066	Reacquired by Franchisor (1)
MOCO Senior Services, LLC Tracy Skalitzky	18825 Aplenglow Lane Brookville, MD 20833	MD	301-678-8900	Closed (1)
Maine & Seacoast NH, LLC John Holcomb, Seth Dickinson	627 Bunty Station Rd Delaware, OH 43015	ME	440-454-1075	Reacquired by Franchisor (1)

Name	Address	Territory State	Phone Number	Reason and Number of Franchised Businesses
Carebridge, LLC Christine Ogden & Rebecca Harrah	531 Brentwood Road #133 Denver, NC 28037	NC	704-343-6240	Closed (1)
Monarch Transition Service, Inc. Elizabeth Friesen	3765 Pablo Lane Lincoln, NE 68516	NE	402-429-8891	Reacquired by Franchisor (1)
A Positive Change, Inc. Ray Schafer	26 Marwood Street, 2nd Floor Albany, NY 12209	NY	518-930-6416	Closed (1)
Toes In The Sand, Inc. Kimberlynn & Bob Bertolino	82A Church Dr Mastic Beach, NY 11951	NY	631-681-2230	Reacquired by Franchisor (2)
Oasis Senior Advisors of Northwest Ohio, LLC Len and Missy Kinor	4811 Cabiolet Lane Maumee, OH 43537	OH	567-225-7002	Reacquired by Franchisor (1)
West Cleveland, LLC John Holcomb	627 Bunty Station Road Delaware, OH 43015	OH	614-738-3311	Reacquired by Franchisor (1)*
JWH & Associates, LLC John Holcomb	627 Bunty Station Road Delaware, OH 43015	OH	614-738-3311	Reacquired by Franchisor (2)
S & B Senior Advisors Oregon Corp. - Breanna Nickila Seth Dickinson	20650 SE Langensand Rd Sandy, OR 97055	OR (3) WA (1)	503-348-2822	Reacquired by Franchisor (4)
Aim Fit 2, LLC Dennis Franklin	426 Colt Circle Clinton, PA 15026	PA	412-375-7437	Closed (1)
AB Advising, LLC Amanda Barbera	123 Lilywood Ct Simpsonville, SC 29681	SC	864-397-7033	Transfer (1)
2R1 Corp Maggie and David Rios	9857 Audelia Rd, #1080 Dallas, TX 75238	TX	214-738-8995	Closed (1)
CKNCCLOVE, LLC Chad and Stormie Caldwell	502 W. Montgomery St. #599 Willis, TX 77378	TX	936-232-2493	Closed (1)
Zimmerman Home Care Group, Inc Steve and Terri Zimmerman	1272 Hammock Circle Manakin Sabot, VA 23103	VA	804-836-3046	Reacquired by Franchisor (1)
Oasis Northwest Corp. Robert Young	22525 SE 64th Pl. #2266 Issaquah, WA 98027	WA	425-526-7111	Reacquired by Franchisor (1)

Name	Address	Territory State	Phone Number	Reason and Number of Franchised Businesses
Benevolent Care Solutions, LLC Alice Wilkinson	4400 NE 77th Ave Suite 275 Vancouver, WA 98682	WA	360-612-1737	Transfer (1)**

* This territory was subsequently sold by the franchisor to a franchisee.

** This territory was subsequently reacquired by the franchisor (See S&B Senior Advisors Oregon Corp.)

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

EXHIBIT J

HIPAA BUSINESS ASSOCIATE AGREEMENT

OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is entered into effective this ___ day of _____ 20__ ("Effective Date") by and between Oasis Senior Advisors Franchise Systems, LLC ("**Business Associate 1**") and _____ ("**Business Associate 2**") (each a "**Party"** and collectively, the "**Parties**").

RECITALS

A. Business Associate 1 is a "Business Associate" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

B. Business Associate 2 performs Services for or on behalf of Business Associate 1, and in performing said Services; Business Associate 2 creates, receives, maintains, or transmits Protected Health Information ("**PHI**");

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Business Associate 1 to Business Associate 2, or received or created by Business Associate 2, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Business Associate 1, Business Associate 1 is required under HIPAA to enter into a BAA with Business Associate 2 that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. "**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate 2 or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. "**Security Incident**" shall have the meaning given to such term under 45 C.F.R. § 164.304.

1.7. "**Services**" shall mean the services for or functions on behalf of Business Associate 1 performed by Business Associate 2 pursuant to any service agreement(s) between Business Associate 1 and Business Associate 2(s) which may be in effect now or from time to time ("**Underlying Agreement**"), or, if no such agreement is in effect, the services or functions performed by Business Associate 2 that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

1.8. "**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. "**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate 2's internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. "**Workforce"** shall have the meaning given to such term under 45 C.F.R. § 160.103.

ARTICLE II
OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information Business Associate 2 shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate 2 shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Business Associate 1. However, Business Associate 2 may Use or Disclose PHI (i) for the proper management and administration of Business Associate 1; (ii) to carry out the legal responsibilities of Business Associate 1, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate 2 obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate 2 to such person, and that such person will notify Business Associate 1 of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Business Associate 1. To the extent that Business Associate 2 carries out one or more of Business Associate 1's obligations under Subpart E of 45 C.F.R. Part

164, Business Associate 2 must comply with the requirements of Subpart E that apply to the Business Associate 1 in the performance of such obligations.

2.2. Prohibited Marketing and Sale of PHI Notwithstanding any other provision in this BAA, Business Associate 2 shall comply with the following requirements: (i) Business Associate 2 shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate 2 shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Business Associate 1 and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI Business Associate 2 shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate 2 shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Business Associate 1 in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation Business Associate 2 agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate 1 of a Use or Disclosure of PHI by Business Associate 2 in violation of the requirements of this BAA.

2.5. Reporting Non-Permitted Use or Disclosure

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure Business Associate 2 shall report to Business Associate 1 in writing each Security Incident or Use or Disclosure that is made by Business Associate 2, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate 2 shall investigate each Security Incident or non-permitted Use or Disclosure of Business Associate 1's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate 2 shall document and retain records of its investigation of any Breach, including its reports to Business Associate 1 under this Section 2.5.1. Upon request of Business Associate 1, Business Associate 2 shall furnish to Business Associate 1 the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate 2 shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI If Business Associate 2 determines that a reportable Breach of Unsecured PHI has occurred, Business Associate 2 shall provide a written report to Business Associate 1 without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate 2, Business Associate 2's written report to Business Associate 1 shall be in accordance with 45 C.F.R. §164.410(c). Business Associate 2 shall cooperate with Business Associate 1 in meeting Business Associate 1's obligations under the HITECH Act with respect to such Breach. Business Associate 1 shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate 2 shall reimburse Business Associate 1 for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which

may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6. Availability of Internal Practices, Books, and Records to Government Business Associate 2 agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate 2 on behalf of Business Associate 1 available to the Secretary for purposes of determining Business Associate 1's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate 2 shall notify Business Associate 1 of all requests served upon Business Associate 2 for information or documentation by or on behalf of the Secretary. Business Associate 2 agrees to provide to Business Associate 1 proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1 and within fifteen (15) days of a request by Business Associate 1, Business Associate 2 shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Business Associate 1 for inspection and copying, or to an individual to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate 2 shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Business Associate 1 has informed Business Associate 2 that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate 2 maintains PHI in a Designated Record Set electronically, Business Associate 2 shall provide such information in the electronic form and format requested by the Business Associate 1 if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Business Associate 1 to enable Business Associate 1 to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1, within thirty (30) days of receipt of a request from Business Associate 1 or an individual for an accounting of disclosures of PHI, Business Associate 2 and its Subcontractors shall make available to Business Associate 1 the information required to provide an accounting of disclosures to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors Business Associate 2 shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate 2, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate 2 under this BAA with respect to PHI.

2.10. Minimum Necessary Business Associate 2 (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

ARTICLE III
TERM AND TERMINATION

3.1. Term The term of this Agreement shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Business Associate 1 to Business Associate 2, or created or received by Business Associate 2 on behalf of Business Associate 1, is destroyed or returned to Business Associate 1, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Business Associate 1 terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause Upon Business Associate 1's knowledge of a material breach or violation of this BAA by Business Associate 2, Business Associate 1 shall either:

a. Notify Business Associate 2 of the breach in writing, and provide an opportunity for Business Associate 2 to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate 2 fails to cure the breach or end the violation within such time period to the satisfaction of Business Associate 1, Business Associate 1 may immediately terminate this BAA upon written notice to Business Associate 2; or

b. Upon written notice to Business Associate 2, immediately terminate this BAA if Business Associate 1 determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination or Expiration

3.3.1. Upon termination or expiration of this BAA, Business Associate 2 shall either return or destroy all PHI received from, or created or received by Business Associate 2 on behalf of Business Associate 1, that Business Associate 2 still maintains in any form and retain no copies of such PHI. If Business Associate 1 requests that Business Associate 2 return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Business Associate 1

3.3.2. If return or destruction is not feasible, Business Associate 2 shall (a) retain only that PHI which is necessary for Business Associate 2 to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Business Associate 1 the remaining PHI that Business Associate 2 still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate 2 retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Business Associate 1 the PHI retained by Business Associate 2 when it is no longer needed by Business Associate 2 for its proper management and administration or to carry out its legal responsibilities.

ARTICLE IV
MISCELLANEOUS

4.1. Amendment to Comply with Law This BAA shall be deemed amended to incorporate any mandatory obligations of Business Associate 1 or Business Associate 2 under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Business Associate 1 to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Indemnification Business Associate 2 hereby agrees to indemnify and hold harmless Business Associate 1, its affiliates, and their respective officers, directors, managers, members,

shareholders, employees and agents from and against any and all fines, penalties, damage, claims or causes of action and expenses (including, without limitation, court costs and attorney's fees) arising from any violation of HIPAA, the HIPAA Regulations, or the HITECH Act or from any negligence or wrongful acts or omissions, including but not limited to failure to perform its obligations, that results in a violation of HIPAA, the HIPAA Regulations, or the HITECH Act, by Business Associate 2 or its employees, directors, officers, subcontractors, agents or members of Business Associate 2's Workforce.

4.3. Notices Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.4. Relationship of Parties Business Associate 2 is an independent contractor and not an agent of Business Associate 1 under this BAA. Business Associate 2 has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate 2 obligations under this BAA.

4.5. Survival The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

4.6. Applicable Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (without regards to conflict of laws principles). The Parties agree that all actions or proceedings arising in connection with this BAA shall be tried and litigated exclusively in the State or federal (if permitted by law and if a Party elects to file an action in federal court) courts located in Tennessee.

[Signatures follow on next page.]

The Parties hereto have duly executed this as of the Effective Date.

Business Associate 1:

Oasis Senior Advisors Franchise Systems, LLC

By:_____

Print Name:_____

Title:_____

Dated:_____

Notice Address:
100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075
Attn: Chief Executive Officer

Business Associate 2:

Organization Name: _____

By:_____

Print Name:_____

Title:_____

Dated:_____

Notice Address:
_____
_____
_____
Attn: _____

EXHIBIT K

FRANCHISEE QUESTIONNAIRE

Do not sign this Questionnaire if you are a resident of or intend to operate the franchised business in Maryland or Washington.

FRANCHISEE QUESTIONNAIRE

You are preparing to enter into a Franchise Agreement with Oasis Senior Advisors Franchise Systems, LLC ("we" "our" or "us"). Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have we provided you with a Franchise Disclosure Document at least 14 calendar days (or the earlier of the first personal meeting or 10 business days if you are a prospect based in or will operate in New York; the earlier of the first personal meeting or 14 days if you are a prospect based in or will operate in Iowa; or 10 business days if you are a prospect based in or will operate in Michigan) before you signed any agreements or paid any money or other consideration to us or our affiliates?

   Yes __ No __

2. Did you sign a Receipt indicating the date on which you received the Franchise Disclosure Document?

   Yes __ No __

3. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing the Franchise Agreement. (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

4. Please list or attach any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Oasis Senior Advisors businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document:

   _____

   _____

   _____

   _____

   _____

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the California Franchise Investment Law, the Washington Franchise Investment Protection Act, or any other state franchise registration and disclosure law.

FRANCHISE APPLICANT:

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

EXHIBIT L

RESALE ADDENDUM TO FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT
(FRANCHISE ACQUIRED BY TRANSFER)

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is entered into as of the effective date noted on the signature page of this Addendum ("Effective Date") by and among OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC ("we" "us" and "Franchisor") and _____ ("you," "your" or "Franchisee").

RECITALS

Under an Oasis Senior Advisors Franchise Agreement dated as of _____ ("Franchise Agreement"), we granted you the right to operate a franchised Oasis Senior Advisors business in the Territory described in Attachment I to the Franchise Agreement ("Franchised Business").

The parties are entering into this Addendum to amend certain terms of the Franchise Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Opening Date / Effective Date. All references in the Franchise Agreement to the term "Opening Date" are deleted and replaced with the term "Effective Date".

2. Initial Fees. The first paragraph of Section 5 of the Franchise Agreement is deleted and replaced with the following:

> Notwithstanding anything to the contrary in this Agreement, you are not required to pay us an Initial Franchise Fee or a Business Administration Set-Up Fee.

3. Royalty Fee. Table 1 of Section 6.1 of the Franchise Agreement is deleted and replaced with the following:

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION FOLLOWING THE EFFECTIVE DATE	MINIMUM ROYALTY FEE
1 – 4	$0
5 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

4. Local Marketing and Fast Track Program. The parties acknowledge and agree that the Fast Track Program in Section 7.3 of the Franchise Agreement is optional for you. If you elect not to participate in the Fast Track Program, you will immediately start spending $1,000 every month for Local Marketing as required by Section 7.3 of the Franchise Agreement.

5. Miscellaneous.

A. The Recitals are incorporated into this Addendum by this reference. This Addendum shall be annexed to and form a part of the Franchise Agreement. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Franchise Agreement. The captions in this Addendum are for the sake of convenience only, and shall neither amend nor modify the terms of this Addendum.

B. This Addendum constitutes the entire, full and complete agreement between the parties concerning the matters herein and supersedes any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended, modified or supplemented by this Addendum, the terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

C. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date noted below..

FRANCHISOR:
OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC

By:_____
[insert signatory name]
[insert title]

Effective Date: _____

FRANCHISEE:
[insert entity name]

By: _____
[insert signatory name]
[insert title]

Date: _____

[If individual franchisee, delete the signature block above and use the signature block below.]

FRANCHISEE:
[insert individual name]

Signature: _____

Date: _____

EXHIBIT M

LOAN DOCUMENTS

M-1: Memorandum of Agreement to Pay Lender

Prepared by:
Elderlife Financial Lending, LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
Attn: Legal Department

Real Property – Memorandum of Agreement to Pay Lender

Borrower(s):
[Name]
[Address]

Lender:
Elderlife Financial Lending, LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075

Related the property located at:

Property Address:
[Address]

Parcel ID:

Legal Description:

Pursuant to the attached **Exhibit B – "Memorandum of Agreement"**, Borrower is hereby obligated to permit Lender to record a UCC-1 and 1Ad Financing Statement for the property.

Exhibit B – Memorandum of Agreement on Real Property

Name of Borrower(s):

Loan Date: _____

Loan Number: **XXXXX**
Loan Amount: $

Prepared by:

Elderlife Financial Lending, LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
Attn: Legal Department

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Memorandum") is made by and between _____ ("Borrower") and Elderlife Financial Lending, LLC ("ELF"), with reference to the following facts:

Borrower and ELF are parties to a Promissory Note dated as of _____, (the "Note"), under which Borrower has represented that the certain real property located at **[Property Address]** , with the APN or Parcel ID - _____ - (the "Property") is owned by Borrower.

Pursuant to the terms of the Note, Borrower acknowledges an obligation to pay ELF all outstanding principal, plus all accrued unpaid interest and other amounts as described in the Note.

Pursuant to the section of the Note titled "**Memorandum of Agreement",** borrower promises to pay the total sum due under the Note in one payment consisting of all outstanding principal, plus all accrued unpaid interest and other amounts as described in the Note. Borrower acknowledges that nothing in the Memorandum or the Note restricts Borrower from mortgaging, pledging, or otherwise encumbering any part or all of the Property listed in this Memorandum, or selling, transferring, or otherwise conveying any part or all of the Property.
However, Borrower agrees to provide ten (10) days prior notice of any sale, transfer, conveyance or any refinancing of the subject property.

Borrower acknowledges that ELF has the right to have this Memorandum, Exhibit A to the Promissory Note, and/ or a UCC-1 and 1Ad Financing Statement recorded in the Official Records of the respective County Clerk's office for the Property.

Additionally, Borrower further understands and agrees that should this Memorandum require changes or amendments in order to be compliant with local county recording rules, requirements, and/or regulations, Borrower shall use best efforts with ELF to complete such change or amendment.

ELF shall provide a UCC-3 Termination Form promptly upon receipt of payment in full of all amounts due to ELF under the Note.

By signing below, Borrower certifies, under penalty of perjury, the above information is true, accurate and complete, and Borrower has read and understands the disclosures included in any and all of the Borrower's loan documents. ELF has decided to fund Borrower's loan, and does so based on the information provided in any and all of Borrower's loan documents. If the information provided to ELF was false or misleading in any way, ELF would not have funded Borrower's loan.

Any party who has questions relating to this Memorandum or the Note should contact the Borrower and ELF at the respective addresses below:

ELDERLIFE FINANCIAL LENDING, LLC
100 Bluegrass Commons Blvd.
Bldg. 1, Ste. 120
Hendersonville, TN 37075
Attn: Legal Department

BORROWER [Name]

[Address]

AGREED TO AS OF_____

_____
Owner -

_____
Co-Owner -

M-2: Elderlife Promissory Note

AMORTIZATION SCHEDULE

Principal $___	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: **Name**
Address

Lender: **Elderlife Financial Lending LLC**
C/O Elderlife Financial Services LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
(888) 228-4500

Disbursement Date:
Interest Rate:

Repayment Schedule: Installment
Calculation Method: 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance

TOTALS:

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

DISCLOSURE STATEMENT

Principal $	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: **Name**
Address

Lender: **Elderlife Financial Lending LLC**
C/O Elderlife Financial Services LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
(888) 228-4500

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
_____	$_____	$_____	$_____

PAYMENT SCHEDULE. My payment schedule will be 60 monthly payments of $_____ each, beginning _____.

LATE CHARGE. If a payment is 10 days or more late, I will be charged **$10.00.**

PREPAYMENT. If I pay off early, I will not be entitled to a refund of the prepaid finance charges, and I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on _____ prior to signing the Note. BORROWER:

X_____
First Name Last Name

Amount Financed Itemization

Amount paid to me directly: $60,000.00 Lender's Check #		$
Total Financed Prepaid Finance Charges:		$
Note Principal:		$
Prepaid Finance Charges:		$
Financed: $300.00 Elderlife Origination & Support Fee Dollar Amount $	$	
Amount Financed:		$

DISCLOSURE STATEMENT

Principal $	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: **Name**
Address

Lender: **Elderlife Financial Lending LLC**
C/O Elderlife Financial Services LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
(888) 228-4500

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
%	$	$	$

PAYMENT SCHEDULE. My payment schedule will be 60 monthly payments of $_____ each, beginning _____.

LATE CHARGE. If a payment is 10 days or more late, I will be charged **$10.00.**

PREPAYMENT. If I pay off early, I will not be entitled to a refund of the prepaid finance charges, and I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on _____, prior to signing the Note.

BORROWER:

X_____
First Name Last Name

Amount Financed Itemization

Amount paid to me directly:		$
$_____Lender's Check #		
Total Financed Prepaid Finance Charges:		$
Note Principal:		$
Prepaid Finance Charges:		$300.00
Financed:	$300.00	
$300.00 Elderlife Origination & Support Fee Dollar Amount $		
Amount Financed:		$

PROMISSORY NOTE

Principal $	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: **Name**
Addresss

Lender: **Elderlife Financial Lending LLC**
C/O Elderlife Financial Services LLC
100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120
Hendersonville, TN 37075
(888) 228-4500

Principal Amount: $ **Interest Rate: _____%** **Date of Note: _____**

PROMISE TO PAY. I ("Borrower") promise to pay to Elderlife Financial Lending LLC ("Lender"), or order, in lawful money of the United States of America, the principal amount of _____ & 00/100 Dollars ($_____.00), together with interest on the unpaid principal balance from _____, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of _____%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in __ payments of $_____ each payment. My first payment is due _____, and all subsequent payments are due on the same day of each month after that. My final payment will be due on _____, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

MAXIMUM INTEREST RATE. Under no circumstances will the interest rate on this Note exceed the lesser of _____-% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Elderlife Financial Lending LLC, C/O Elderlife Financial Services LLC, 100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120, Hendersonville, TN 37075.**

LATE CHARGE. If a payment is 10 days or more late, I will be charged **$10.00.**

INTEREST AFTER DEFAULT. Upon maturity, whether scheduled or accelerated by Lender because of my default, then Lender, at Lender's option and if permitted by applicable law, may add any unpaid accrued interest to principal and such sum will bear interest from that date until paid at the rate provided in this Note. Upon maturity, whether scheduled or accelerated by Lender because of my default, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

ADDITIONAL DEFAULT. I will also be in default under this Note if I fail to notify Lender of the event listed in Exhibit A (attached hereto) within three (3) business days of such event, I fail to pay the total sum due under this Note in one payment of all outstanding principal plus all accrued unpaid interest within ten (10) business days of such event and/or I fail to comply with any of the mandatory tasks listed in Exhibit A (attached hereto).

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

MATERIAL CREDIT CHANGES. Lender will have no obligation to advance funds under this Note if there have been material, negative changes to my credit profile.

ADVANCES. Lender may make an advance under this Note at the request of the Borrower. However, in its sole discretion, Lender may refuse to honor a request made by any person other than the Borrower. In its sole discretion, Lender may: require any oral request be confirmed in writing; and decline to make any requested advance that would result in more than one (1) advance from the Account in any calendar month. An advance scheduled to be made on a date that is a Saturday, Sunday, or federal holiday, may be made on the next business day on which substantially all of Lender's offices are open for business.

Lender is not obligated to make an advance if the request is incomplete or is not received by Lender sufficiently in advance of any cut-off times to allow Lender to timely process the request.

Funds may be advanced under this Note only for one or more of the following purposes:

-Paying fees charged by Lender and agreed to by me in a fee agreement with Lender which advances will be disbursed directly to Lender; or,

-Disbursements for Lender approved purposes.

STOPPING FURTHER ADVANCES. I may direct the Lender to stop making further advances under this Note by calling the Lender at 1.888.228.4500 or writing the Lender at Elderlife Financial Lending, LLC 100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120 Hendersonville, TN 37075. Upon receipt of such notice Lender will advance no further funds under this Note, provided it has a reasonable opportunity to act prior to the implementation of any repeating preauthorized advance or other outstanding advance request. In its sole discretion Lender may resume advancing funds up to the Principal Amount, if all borrowers join in requesting that the Lender resume advancing funds under this Note. In addition, to the extent that any monies advanced to a provider are not used, I will direct the provider to reimburse such unused funds to Lender.

TELEPHONE INSTRUCTIONS. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, I acknowledge and I agree that Lender does not accept responsibility for the authenticity of telephone instructions and that Lender will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. I also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. To the extent permitted by applicable law, Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

CHOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of the State of California, in the county in which my following address is located: 2107 Ocean Ave, Santa Monica, CA 90405.

DISHONORED ITEM FEE. I will pay a fee to Lender of $15.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Elderlife Financial Lending LLC C/O Elderlife Financial Services LLC 100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120 Hendersonville, TN 37075.

MEMORANDUM OF AGREEMENT. I promise I will execute the Memorandum of Agreement (attached hereto as Exhibit B). In no way does the signing of the Memorandum of Agreement restrict me from mortgaging, pledging or otherwise encumbering all or any part of the property listed in such Exhibit B, or selling, transferring or otherwise conveying all or any part of such property. Lender will record the Memorandum of Agreement and/or a UCC-1 and 1Ad Financing Statement in the respective County Recorder's Office for the subject property listed in Exhibit B.

COUNTERPARTS; ELECTRONIC SIGNATURE AND DELIVERY. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. DocuSign) or other transmission method (e.g. SMS Text) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. I shall not raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of this Agreement and I forever waive any such defense. .

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X _____
First Name Last Name

Rev. 03/2017

FACTS

WHAT DOES ELDERLIFE FINANCIAL LENDING LLC DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- income and payment history
- credit history and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Elderlife Financial Lending LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Elderlife Financial Lending LLC share?	Can you limit this sharing?
For our everyday business purposes– such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes– to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes– information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes– information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 1 (800) 228-4500 or go to www.elderlifefinancial.com

What we do

How does Elderlife Financial Lending LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Elderlife Financial Lending LLC collect my personal information?	We collect your personal information, for example, when you ● apply for a loan or give us your contact information ● give us your employment history or give us your income information ● provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ● sharing for affiliates' everyday business purposes – information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ● *Elderlife Financial Lending LLC has the following affiliates:* Silver Parent LLC, Silver Group Holdings LLC, Silver Corporate Holdings LLC, Silver Buyer LLC, Silver Buyer II LLC, GCP Silver Splitter A L.P., GCP Silver Blocker Inc., Silver Blocker Inc., Silver Blocker 747, Inc., FamilyAssets Group LLC, Care Changes, Inc., Elderlife Financial Services, LLC, Elderlife ● Real Estate Holdings, Inc., ELF Loan Holdings, LLC, Aid & Attendance, LLC, Vet-Apps LLC, Oasis Senior Advisors Franchise Systems, LLC, Oasis Senior Advisors Holdings LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ● *Elderlife Financial Lending LLC does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Elderlife Financial Lending LLC doesn't jointly market.*

Other important information

Residents of Texas Only:
For questions or complaints about this loan, contact Elderlife Financial Lending, LLC at Phone: (888) 228-4500. Mailing Address: 100 Bluegrass Commons Blvd., Bldg. 1, Ste. 120, Hendersonville, TN 37075. Website: www.elderlifefinancial.com. The lender is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

M-3: Exhibit A to Promissory Note

ElderLife Financial

EXHIBIT A TO PROMISSORY NOTE

Name of Borrower(s)/ Guarantor(s): _____

Loan Date: _____
Loan Number: _____
Loan Amount: _____

Elderlife Financial Lending, LLC ("ElderLife") is pleased to extend to you our ElderLife Loan ("Loan"). As we take great care to ensure that our borrowers/guarantors understand their responsibilities behind the use and repayment of this Loan, **we ask that you read and attest to the following:**

In signing and obtaining the Loan, you understand that not only you as the Borrower but the Borrower's Franchisee Entity named in the contract with Oasis Senior Advisors dated _____ will also be in default under the Promissory Note (the "Note") if any of the default provisions under the Note happen during the course of the Agreement.

In signing and obtaining the Loan, you understand that ElderLife is not responsible for evaluating or guaranteeing the quality of third party services, if any, that the Loan will be used to obtain.

During the application process you stated that you plan on paying off the Loan by one of the following methods:

___ Monthly payments of principal and interest for the earlier of ___ years or the Loan is paid off.

___ Monthly payments of principal and interest for ___ years with a lump sum payment at the time of maturity to pay off the Loan.

___ Other Please Explain:

You understand that you are fully obligated to repay this Loan in full even if the expected payment strategies above are not fully realized.

Agreed by all respective borrowers/guarantors below:

X _____
Name

X_____
Name

*All signatures are required to complete this document.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
CALIFORNIA	PENDING
ILLINOIS	April 30, 2024
INDIANA	April 30, 2024
MICHIGAN	April 29, 2024
MINNESOTA	June 12, 2024
NEW YORK	July 9, 2024
RHODE ISLAND	May 17, 2024
VIRGINIA	May 30, 2024
WASHINGTON	July 31, 2024
WISCONSIN	April 30, 2024

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

RECEIPT

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 Oasis Senior Advisors Franchise Systems, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If Oasis Senior Advisors Franchise Systems, LLC offers you a franchise in New York, we must give you this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If Oasis Senior Advisors Franchise Systems, LLC offers you a franchise in Michigan, we must give you this disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

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

The franchisor is Oasis Senior Advisors Franchise Systems, LLC, located at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075. Its telephone number is (866) 757-5073.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Tim Evankovich, Chairman; John Benbrook, President; Christine Childree, Director of Operations; James Stumpf, Director of Franchise Development; Paul A. Young, Franchise Sales Executive; and _____.

Issuance Date: April 29, 2024

Oasis Senior Advisors Franchise Systems, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a disclosure document dated April 29, 2024 that included the following Exhibits:

A. List of State Administrators and Agents for Service of Process
B. State Specific Addenda to Disclosure Document
C. Franchise Agreement (including all exhibits)
D. State Specific Addenda to Franchise Agreement
E. Financial Statements
F. Operations Manual Suite Table of Contents
G. Form of General Release Agreement
H. Oasis IQ User Agreement
I. List of Franchisees
J. HIPAA Business Associate Agreement
K. Franchisee Questionnaire
L. Resale Addendum to Franchise Agreement
M. Loan Documents

_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and keep this copy for your records.

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 Oasis Senior Advisors Franchise Systems, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If Oasis Senior Advisors Franchise Systems, LLC offers you a franchise in New York, we must give you this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If Oasis Senior Advisors Franchise Systems, LLC offers you a franchise in Michigan, we must give you this disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

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

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I have received a disclosure document dated April 29, 2024 that included the following Exhibits:

A. List of State Administrators and Agents for Service of Process
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D. State Specific Addenda to Franchise Agreement
E. Financial Statements
F. Operations Manual Suite Table of Contents
G. Form of General Release Agreement
H. Oasis IQ User Agreement
I. List of Franchisees
J. HIPAA Business Associate Agreement
K. Franchisee Questionnaire
L. Resale Addendum to Franchise Agreement
M. Loan Documents

_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, return the signed Receipt to us.