Help At Home Franchise Service, L.L.C.
A limited liability company
.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Frank V. Guerrieri at 414 Clinch Ave Knoxville, TN 37902, (561) 455-2627.

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

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

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

Date of Issuance 2/10/2026 FDD # 19.2

How to Use This Franchise Disclosure Document

Here are common diligence questions and where to find answers in this FDD:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	**Item 19** (Financial Performance Representation), and by contacting current/former franchisees (see **Exhibit E** for names).
How much will I need to invest?	**Items 5–7** (fees and initial investment) and **Item 8** (required suppliers).
Does the franchisor have the financial ability to support my business?	**Item 21** (audited financial statements) and **Exhibit D**. Review carefully.
Is the system stable, growing, or shrinking?	**Item 20** (outlet counts and openings/closures).
Will I be the only PCAH business in my area?	**Item 12** and the **Territory** section of the franchise agreement.
Does the franchisor or its management have a troubled legal history?	**Items 3–4** (litigation and bankruptcy).
What is it like to be a franchisee?	Contact the franchisees listed in **Exhibit E and F** to discuss their experience.
What else should I review?	Read **all 23 Items** and **all Exhibits**. See the **Table of Contents** for locations.

What You Need to Know About Franchising Generally

- You may owe **continuing royalties and other fees** even if you lose money.
- The franchisor's **manuals/model can change** without your consent; changes may require **additional investment**.
- You may be required to buy/lease from **designated suppliers** (potentially at higher cost).
- The agreement may impose **operating restrictions** (location, product mix, marketing, hours, etc.).
- Even with a territory, the **franchisor may compete** with you within your market.
- **Renewal may not be automatic**; you may have to sign a **new agreement** with different terms.
- When the franchise ends, you may face **post-term restrictions** on operating a similar business.

Some states require registration. Your state may regulate the offer/sale of franchises. **Registration does not mean the state recommends or verifies this document.** See **Exhibit A** for state agency contacts. Some states require **special disclosures** or **contract changes**; check the **State-Specific Addenda** (see the Table of Contents).

Special Risk(s) to Consider About This Franchise

1. **Out-of-State Dispute Resolution.** The franchise agreement requires disputes to be resolved **only in Knoxville Tennessee** by **arbitration.** Out-of-state proceedings may increase your costs and affect outcomes.

Some states require additional highlighted risks. If so, include them here **or** in the State-Specific Addenda under the heading **"Special Risk(s) to Consider About This Franchise."** For California franchisees, note that **certain disclaimers of reliance are void** under **CFIL § 31512.1**; ensure any "questionnaires/acknowledgments" in your exhibits reflect that law.

State Registration and Verification

Your state may have laws requiring franchisors to register or file with a state franchise administrator before offering or selling franchises. Registration of a franchise by the state does not imply that the state recommends the franchise or has verified the information in this disclosure document.

For more information about the franchisor, other franchisors, or franchising in your state, contact the state franchise administrators listed in Exhibit "A."

Renewal Conditions

Many franchise agreements do not guarantee an unconditional renewal after the initial term expires. You may need to sign a new agreement with different terms and conditions to continue operating your business. Before purchasing, consider your rights to renew the franchise, if any, and the potential terms and conditions you may need to accept for renewal.

Risk Factors to Consider

1. Dispute Resolution: The franchise agreement requires disputes to be resolved through arbitration in Knoxville, Tennessee. This out-of-state arbitration may result in less favorable settlements and higher costs compared to resolving disputes in your home state.

2. Governing Law: The franchise agreement is governed by Tennessee law, which may not offer the same protections and benefits as the laws in your local jurisdiction. You may want to compare these laws to understand the differences.

3. Other Risks: There may be additional risks associated with the franchise.

Please consider these factors carefully before purchasing this franchise.

Notice Required by the State of Michigan

The State of Michigan prohibits certain unfair provisions in franchise documents. If any of the following provisions are in these franchise documents, they are void and cannot be enforced against you:

1. Prohibition of Association Membership: Any provision that stops a franchisee from joining an association of franchisees is not allowed.
2. Waivers of Legal Rights: Any requirement for a franchisee to agree to a release, assignment, novation, waiver, or estoppel that deprives them of legal rights and protections under this act is void. However, a franchisee can settle claims after entering into a franchise agreement.
3. Termination Without Cause: A franchisor cannot terminate a franchise before the term ends unless there is good cause, such as the franchisee failing to comply with the franchise agreement and not correcting the issue within a reasonable time (not more than 30 days).
4. Non-renewal Without Compensation: A franchisor cannot refuse to renew a franchise without fairly compensating the franchisee for the fair market value of their inventory, supplies, equipment, fixtures, and furnishings. This applies if the franchise term is less than 5 years and the franchisee is not allowed to continue a similar business under another brand.
5. Unfair Renewal Terms: A franchisor cannot refuse to renew a franchise on terms generally available to other franchisees of the same type and class. This does not require a renewal clause in the agreement.
6. Out-of-State Arbitration or Litigation: Any clause requiring arbitration or litigation to be conducted outside of Michigan is void, unless the franchisee agrees to this at the time of arbitration.
7. Transfer of Ownership Restrictions: A franchisor cannot refuse a transfer of franchise ownership without good cause, such as the proposed new owner not meeting reasonable qualifications, being a competitor, unwilling to comply with legal obligations, or having unpaid debts or defaults.
8. Forced Resale of Non-Unique Items: A franchisor cannot require a franchisee to resell items not uniquely identified with the franchisor. However, a franchisor can have the right of first refusal to purchase the assets of the franchise.
9. Transfer of Obligations: A franchisor cannot transfer its contractual obligations to another party unless provisions are made to fulfill these obligations.

Having a notice of this offering on file with the Attorney General does not mean it is approved, recommended, or endorsed by the Attorney General.

For questions about this notice, contact the Department of Attorney General, State of Michigan, 670 Williams Building, P.O. Box 30213, Lansing, Michigan 48913, telephone (517) 373-7117.

This Michigan notice applies only to franchisees who are residents of Michigan or have their franchises located in Michigan.

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EXHIBITS:

EXHIBIT A – LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS
EXHIBIT B –FRANCHISE AGREEMENT
EXHIBIT C - TABLE OF CONTENTS OF OPERATIONS MANUAL
EXHIBIT D - FINANCIAL STATEMENTS
EXHIBIT E – LIST OF FRANCHISEES
EXHIBIT F – LIST OF FORMER FRANCHISEES
EXHIBIT G – STATE SPECIFIC ADDENDUM

Website Notice (California Rule 10 CCR §310.156.3)
Franchisor Website: https://preferhome.com/

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

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

To simplify the language in this disclosure document, "we," "us," or "our" means or refers to **Help At Home Franchise Service, L.L.C.**, the franchisor. "You" or "your" means the person, persons, corporation, limited liability company, partnership, or similar business legal entity, which is awarded a franchise (the "Franchise"). If you are a legal entity, your owners must sign the "Personal Guaranty" (Exhibit C of the Franchise Agreement) that means that all of the provisions of our Franchise Agreement (Exhibit B of this disclosure document) and related documents also will apply to your owners (Item 15 of the disclosure document).

We are a Florida limited liability company, formed on May 23, 2013, that is authorized to do business in Tennessee. We do business under the name "**Preferred Care At Home**". We do not do business under any other name. Our principal business address is, 414 Clinch Ave Knoxville, TN 37902. The name and address of our agent for service of process is disclosed in Exhibit "A" to this disclosure document. We do not offer franchises in any other line of business.

Our Business and the Franchises Offered

We were formed to franchise the **Preferred Care At Home** concept developed by our predecessor (described below) and our principals and affiliates. We offer you the right to operate a **"Preferred Care At Home"** franchise that provides non-medical companionship and domestic care services to senior citizens and other clients (sometimes referred to in this disclosure document as the "Franchised Business", **"**Preferred Care At Home Franchise" or "Franchise"). The Franchised Business provides non-medical in home care for senior citizens and other clients. Our services include meal preparation, companionship, homemaker duties, personal care hygiene and, subject to applicable law, medication assistance.

We offer the opportunity to operate a Franchised Business, from an office, which may be located in one's home if state specific licensing allows, within a specified geographic area using the **"Preferred Care At Home"** trademark/service mark and design (the "Mark").

The Franchised Business consists of operating systems, marketing systems and advertising programs, equipment, trademarks and logos, training, operating manuals, products, and confidential information (collectively, the "System").

We have offered Preferred Care At Home franchises since June, 2013. Our predecessor offered franchises from August, 2007 through April, 2013. We do not sell franchises in any other line of business. We wholly control and operate the Preferred Care At Home business. Our affiliate described below operates and has operated a Preferred Care At Home business since 1998.

In the future, we may also offer, to qualified individuals ("Area Developers"), pursuant to a separate disclosure document, the right to solicit, screen, and recruit franchisees and to provide training and ongoing assistance to franchisees within the Area Developer's designated territory.

We reserve the right, in our discretion, to grant, or not grant, a Franchise to any prospective franchisee, regardless of the stage of the franchise sales process or the costs expended by the prospective franchisee.

Every detail and aspect of your Franchised Business will be important to you, to us and to all **Preferred Care At Home** franchisees in order to: increase the demand for the products and services offered by all **Preferred Care At Home** franchises; maintain high operating standards; and establish and promote a reputation for offering quality home care services.

<u>Our Parents, Predecessors and Affiliates</u>.

We have no parent companies.

We have one predecessor, Help at Home Health Care Services, Inc., a Delaware corporation. The address of our predecessor was 354 N.E. 1st Avenue, Delray Beach, Florida 33444. We acquired substantially all of the assets of the predecessor, and assumed all Preferred Care at Home franchise agreements entered into by the predecessor effective as of May 31, 2013. Our predecessor offered Preferred Care at Home franchises from August, 2007 through April, 2013. Our predecessor has not offered franchises in any other line of business. Between August 2007 and April 2013, the predecessor sold 77 franchises.

We have one affiliate, **PCAH Brands LLC**, a Tennessee limited liability company with a principal business address at **414 Clinch Avenue, Knoxville, Tennessee 37902**. PCAH BRANDS LLC holds the rights to the name "Preferred Care At Home" and all trademarks associated with the brand (the

“Marks”), and has granted to us an exclusive right and license to sub-license the Marks to our franchisees.

These intellectual property rights were previously held by **Help At Home, Inc.**, a Tennessee corporation that had historically served as the brand’s IP holding entity. As part of a long-term brand strategy, the franchisor restructured its intellectual property ownership by forming PCAH Brands LLC to create a clearer and more direct association between the "Preferred Care At Home" brand and its trademark-owning entity. This change supports future scalability, improves internal brand governance, and enhances brand transparency for both franchisees and third parties.

The ownership and control of the Marks remain unchanged. Both PCAH Brands LLC and Help At Home Franchise Service, L.L.C. are owned and managed by **Frank V. Guerrieri and Jody A. Guerrieri**, who continue to oversee all aspects of the Preferred Care At Home system. PCAH BRANDS LLC does not offer franchises and has not offered franchises in any line of business.

Except as described above, we have no parent companies or affiliates that offer franchises in any line of business or that provide products or services to our franchisees.

Market/Competition

We are part of the home health care industry. Elderly people and other clients requiring home care services are our principal target market. We compete with other businesses and opportunities within our industry that have the same target market, including franchise and independently owned home health care offices. We believe the market for our services is growing as population in the U.S. ages.

Industry specific Regulations

Some states require that businesses providing medical and or non-medical home care services such as those provided by a **“Preferred Care At Home”** Franchise be licensed, certified, or accredited. It is your sole and exclusive responsibility to ensure that your **“Preferred Care At Home”** franchise and the employees and caregivers who work in your franchise comply with all licensure, certification or regulatory requirements. *Note: Franchises in California must obtain the Home Care Organization (HCO) license from CDSS, register Home Care Aides, and satisfy background-check/orientation/training under AB 1217*. You must comply with all local, state, and federal health laws and regulations as well as laws and regulations relating to access by persons with disabilities, known as the American with Disabilities Act. You should consult with your attorney and local, state, and federal government agencies before investing in a **Preferred Care At Home** Franchise, or any franchise or business, to determine all of the legal requirements that you must comply with and consider their effects on you and the cost of compliance. It is your responsibility, on an ongoing basis, to investigate and satisfy all local, state, and federal laws and regulations, since they vary from place to place and can change over time.

The descriptions in this disclosure document are required to be brief and are for general informational purposes only. The actual provisions of the franchise agreement and its Exhibits will control and you should refer to them for more complete information. You are urged to carefully review this disclosure document, and each of the documents included in it. You should seek the counsel and guidance of independent advisors, such as a lawyer and/or accountant, who can provide you with legal, business, and/or financial guidance.

ITEM 2
BUSINESS EXPERIENCE

President: Frank V. Guerrieri

Mr. Guerrieri has been in the senior home care business since 1984. He is the managing member of Help At Home Franchise Service, LLC, a role he has had since its inception. Mr. Guerrieri has been the president of Help At Home, Inc. in Knoxville, Tennessee since March 1998. From 1984 until 1997 Mr. Guerrieri was the President and Secretary Treasurer of Deltona Nursing Services, Inc., and Atlantic Homecare in Deltona, Florida.

Vice President and Director of Nursing: Jody A. Guerrieri, RN

Ms. Guerrieri, a Registered Nurse, has been in the senior home care business since 1984 and currently is the other main managing member of Help at Home Franchise Service, LLC. Prior to this appointment she was the Vice President of Deltona Nursing Services and Atlantic Homecare in Deltona, Florida. Ms. Guerrieri has been the Vice President of Help At Home, Inc. in Knoxville, Tennessee since March 1998.

ITEM 3
LITIGATION

CAM Enterprises, LLC (AAA Case No. 32 114 Y 0064411).

On November 9, 2011, CAM Enterprises, LLC filed an arbitration demand against Help at Home Health Care Service, Inc. and related franchisor entities in the American Arbitration Association alleging breach of contract, negligent misrepresentation/omission, and breach of the implied covenant of good faith and fair dealing. The arbitrator awarded CAM $600 for breach of contract and $1 for breach of the implied covenant, denied the remaining claims, and awarded CAM $181,066.43 in attorneys' fees and $44,487.60 in costs as the prevailing party. The matter was later resolved as part of a global settlement incorporated into the franchisor's Chapter 11 plan confirmed September 9, 2015.

PCC Universal, Inc. (AAA Case No. 32 114 Y 00371 13).
On August 2, 2013, PCC Universal, Inc. commenced arbitration against Help at Home Healthcare Services, Inc.; Help at Home Franchise Service, LLC; and individual principals in the American Arbitration Association asserting contract and related claims. A default award of $897,394 was entered. The matter was later resolved within the global settlement incorporated into the Chapter 11 plan confirmed September 9, 2015.

Family First Home Health Care, Inc. (AAA Case No. 32 114 Y 00370 13).
On August 2, 2013, Family First Home Health Care, Inc. commenced arbitration against Help at Home Healthcare Services, Inc.; Help at Home Franchise Service, LLC; and individual principals in the American Arbitration Association asserting contract and related claims. A default award of $244,360 was entered. The matter was later resolved within the global settlement incorporated into the Chapter 11 plan confirmed September 9, 2015.

Help At Home, Inc. v. CAM Enterprises, LLC, et al. (S.D. Fla. Case No. 9:14-cv-80255-KAM).
On February 18, 2014, Help At Home, Inc. filed an action in the U.S. District Court for the Southern District of Florida alleging trademark and copyright infringement. The action was resolved as part of the same global settlement incorporated into the Chapter 11 plan confirmed September 9, 2015.

Injunctions / non-monetary orders.
None reported beyond the dispositions stated above.

Pending matters.
As of the issuance date of this FDD, the franchisor reports no pending litigation required to be disclosed in this Item.

Except as described above, no litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

Franchisor:

On July 10, 2014, a Voluntary Petition for relief under CH 11 was filed by Help at Home Health Care Services, Inc. and its successor, Help at Home Franchise Service, LLC, in the United States Bankruptcy Court for the Southern District of Florida, under Case No. 14-25709-PGH and No. 14-25706-PGH respectively.

The bankruptcy case of Help at Home Franchise Service, LLC was substantively consolidated with the bankruptcy case of Help at Home Health Care Service, Inc., having a case number of 14-25706-PGH.

CAM, PCC, and FF's claims comprised more than 90% of all claims against the franchisor. As part of the reorganization, the franchisor and its principals negotiated a global settlement with CAM, PCC, and FF.

At present, all related litigation have been settled or dismissed, and the franchisor has since exited from its Ch 11 reorganization.

The joint plan of reorganization was confirmed on September 9, 2015. The effective date of the plan was September 25, 2015. All obligations to CAM, PCC, and FF were satisfied by and through the settlement of the malpractice lawsuit initiated by franchisor and its principals against its former legal counsel.

Principals:

On July 10, 2014, a Voluntary Petition for relief under CH 11 was filed by Frank V. Guerrieri and Jody A. Guerrieri, in the United States Bankruptcy Court for the Southern District of Florida, under Case No. 14-25713-PGH

CAM, PCC, and FF's claims comprised more than 90% of all claims against the Frank V. Guerrieri and Jody A. Guerrieri. As part of the reorganization, the franchisor and its principals negotiated a global settlement with CAM, PCC, and FF.

The joint plan of reorganization was confirmed on September 9, 2015. The effective date of the plan was September 25, 2015. All obligations to CAM, PCC, and FF were satisfied by and through the settlement of the malpractice lawsuit initiated by franchisor and its principals against its former legal counsel. At present, all related litigation have been settled or dismissed, and the principals have since exited from its Ch 11 reorganization as well as received a complete discharge as of 3/30/2016.

Except as described above, no other bankruptcy information is required to be disclosed in this item.

ITEM 5
INITIAL FEES

The initial franchise fee ("Initial Franchise Fee") is $64,500.00 and is due and payable when you sign and return to us the franchise agreement. If the territory selected includes more than thirty thousand (30,000) people over sixty-five years (65) of age, there will be a charge of Two Dollars for each of these people.

From time to time we may offer special-financing arrangements in house to approved franchisees.

The Initial Franchise Fee is fully earned by us and non-refundable to you. The Initial Franchise Fee is uniform for all franchisees at this time.

The Initial Franchise Fee is used by us for general operating expenses. It is not earmarked for any particular purpose.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fees Note 1	A 3-tiered fee structure based on monthly gross revenues; with a $200.00 per month minimum.	Payable monthly by the twentieth day of the month based on gross revenues achieved during the prior month.	Direct pre-authorized deductions of Royalty fees from Franchisee account.
Advertising Fees (Cooperative)	$180 monthly ad fund. There is currently no Advertising Fee that is based on monthly gross revenues, though We reserve the right to enact one in the future. If enacted, 1% of gross revenues shall	Payable monthly by the fifteenth day of the month based on gross revenues	Direct pre-authorized deductions of Advertising fees from Franchisee account.

	be enforceable. (May be increased to up to 3% of gross revenues).	achieved during the prior month.	
Transfer Fee	25% of then current Initial Franchise Fee, if to an outside purchaser. 10% if purchaser is an active and current Franchisee who meets the appropriate financial requirements.	Before transfer.	There is no Transfer fee for an assignment to a corporation 100% owned by Franchisee, though Franchisee must still seek prior-written consent of Franchisor.
Successor Franchise Fee	10% of then current Initial Franchise Fee	Before Renewal.	Due upon signing a successor franchise agreement.
Renewal Fee	10% of the then-current franchise fee for each territory being renewed	Upon Renewal	You must pay 10% of the then-current franchise fee to renew your primary territory, regardless of performance. If you do not meet the Performance Requirement ($40,000/month average Gross Sales in the final 12 months) for your primary territory and you own additional territories under the same agreement, you must either (a) pay 10% of the then-current franchise fee for each additional territory, or (b) relinquish any additional territory you do not wish to renew. If you meet the Performance Requirement, no additional fees are due for other territories.
Early Termination Fee	The greater of (i) 25% of the remaining unpaid minimum royalty obligation for the current term, or (ii) a	Upon Termination	Payable if Franchisee terminates before expiration without Franchisor breach. Not

	fixed fee based on historical gross revenue: - Less than $100,000/year: $5,000 - $100,000–$249,999/year: $10,000 - $250,000+: $15,000		applicable if Franchisee sells their business to a third party.
Late Payment Fee	$50.00 plus interest on outstanding amounts at the rate of 18% per annum.	Due by automatic debit on the Monday following the due date for each payment not made.	Due for each Royalty payment and Advertising Fee that is not available for automatic debit when due.
Interest on Late Payments	18% per annum.	Due only if payments are overdue	Payable to us.
Costs and Attorneys Fees	Reasonable attorney fees and costs.	On demand.	If you fail to pay any amounts due us or our affiliates, or if you otherwise are in default under the Franchise Agreement and we retain an attorney to enforce the Franchise Agreement, you are responsible for our costs of collection or enforcement.
Indemnification	All losses and expenses incurred.	As incurred by us.	You must reimburse us if we are held liable for claims from your operation of the Franchised Business.
Training Fee	$0	Prior to training.	The Initial Franchise Fee includes initial training for up to two people. If you elect to send additional personnel to training, you must pay us $1,000.00 per additional person.
Failure to Launch Fee	$10,000 or unpaid franchise fee	If franchise is not	Applies if Franchisee fails to open, fails to

		operational within 12 months of signing	obtain required licensure, or never commences operations.
Purchases of Advertising Material and other products that must be purchased from us.	Cost will vary under the particular circumstances and variety	As incurred.	You are also required to pay the cost of shipping advertising material and other products to you.
Annual Convention Fee	You are solely responsible for all travel, room, and board expenses. After your first year, You shall be charged a fee to cover speakers, meals, and activities costing approximately $2,500 per person for the annual convention.	Due upon receipt.	

Except for the Software Licensing Fee, all fees referred to above are payable only to us.
Except for the Software Licensing Fee, all fees referred to above are imposed and collected by us.
All fees referred to above are non-refundable.
All fees referred to above are uniform for all franchisees. No fees are imposed by cooperatives.

Notes:

1. Gross Revenues means the entire amount of all revenues arising out of the ownership or operation of the Franchised Business. Such revenues may be evidenced by cash, credit, checks, gift certificates, scrip, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange. Such revenues exclude, however, the amount of any sales taxes that are collected and actually paid to the taxing authority. Gross Revenues are deemed received by the Franchisee at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Gross Revenues consisting of property or services are valued at the prices applicable, at the time such Gross Revenues are received, to the products or services exchanged for such Gross Revenues.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment

Type of Expenditure	Amount (Estimated Low Amount)	Amount (Estimated High Amount)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$64,500	$64,500 or more if multiple units are purchased. Additional territories may have discounts built-in depending on the number of territories purchased.	Lump sum	When You sign the Franchise Agreement	Us
Travel And Living Expenses To Attend Initial Training[2]	$500	$2,000	As incurred	As arranged	Hotels, restaurants, rental cars, airlines.
Rent for 3 months[3]	$0	$4,000	Monthly	Monthly	Landlord
Deposits[4]	$500	$5,000	Lump sum	When You sign Your lease	Landlord
Professional Fees[5]	$2,000	$3,000	As incurred	As arranged	Attorneys, accountants, etc.
Licensing Fee	$0	$6000	Lump sum	Upon Filing	Home Care License
Leasehold Improvements[6]	$500	$4,000	As incurred	As arranged	Contractor
Signage[7]	$0	$1,500	As incurred	As arranged	Suppliers
Insurance[8]	$2,500	$3,500	Lump sum, quarterly or monthly	As arranged	Insurance company
Initial Inventory and operating supplies[9]	$2,000	$3,000	Lump Sum	Before opening	Suppliers
Furniture, Fixtures and Equipment[10]	$3,000	$5,000	Lump sum	Before opening	Suppliers
Miscellaneous Supplies[11]	$1,000	$2,000	As incurred	Before opening	Suppliers
Additional Funds – 3 months[12]	$7,000	$8,000	As incurred	As arranged	Third parties
Total Estimated Initial Investment	**$83,500**	**$111,500**			

Except as otherwise described in the Notes to this Item 7, the foregoing table sets for our estimate of the minimum initial capital requirements necessary to begin operation of a Franchised Business during the first 90 days of operation in an average Territory. With respect to each category, you are cautioned to allow for the effects of local cost and market variations, discretionary expenditures, delays, and inflation, which can result in rapid, substantial, unforeseen and uncontrolled increases in costs. All fees payable to us are non-refundable.

Notes:

1) The Initial Franchise Fee is $64,500.00.

2) Travel and living expenses will vary based upon your proximity to the training site and the number of people who attend Initial Training. These expenses will also vary based upon the cost of transportation, lodging and meals.

3) You may operate the franchise from your home. If you decide to operate from a separate location the cost of rent will vary from location to location and is based upon market conditions. This estimate is for an office of between 300 and 600 square feet.

4) If you decide to lease a separate location, your landlord may require payment of the first and last month's rent plus a security deposit equal to at least one month's rent. Utility companies may also require a deposit. The amount of the utility deposit will vary depending upon your utility company.

5) These costs are for your attorney, accountant and other professionals you choose to use.

6) If you decide to lease a separate location, you may need to make renovations and improvements to your location. The cost for leasehold improvements will depend upon the condition of the location, local construction costs and any costs carried by the landlord.

7) If you decide to lease office space, your landlord may have guidelines that you must meet for your exterior sign.

8) You must obtain and maintain insurance policies protecting you and us and various related parties against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense related to or connected with the operation of the **"Preferred Care At Home"** Franchise. We may specify the types and amounts of coverage required under all policies and require different and/or additional kinds of insurance at any time. Each insurance policy must name us, and our affiliates as additional named insured's and will contain a waiver of all subrogation rights against us and our affiliates and any successors and assigns, and will provide for 30 days' prior written notice to us of any material modifications, cancellation, or expiration of those policies.

9) Includes miscellaneous office supplies and stationery

10) You may have to purchase furniture and equipment for your office. The cost of the furniture and equipment may vary depending upon whether you operate from a home office or from a separate location.

11) You will need to purchase certain supplies when you start your business.

12) This estimates your initial start up expenses for before and during the first three months after you commence operations of your Franchised Business. These figures are estimates only and

we cannot guarantee that you will not have additional expenses starting the business. You will need "Additional Funds" for expenses you will incur while starting up your Franchise. To the extent operational revenues do not cover these expenses, you will need working capital to support the operational costs of your business, including such expenses as rent, leases, payroll, utilities, telephone expense, gasoline, automobile expense, insurance, taxes, loan payments, advertising, supplies, inventory, and other expenses. The amount of working capital you will need will vary based upon your management skills, business knowledge and experience, local economic conditions, the prevailing wage rate, competition in your area, and the sales level reached during the initial period. You should review these figures and the amount of estimated working capital with your financial and business advisors. These estimates relate only to expenses of the Franchised Business and do not cover any living or personal expenses.

In compiling this chart we have relied upon our principals twenty-three years of experience in operating its company-owned locations. The amounts shown are estimates only. You should review them carefully with a financial advisor before making any decision to purchase the franchise. Many of the expenses listed in this chart are not within our control and are determined more by general and local economic conditions than our actions. You should assume that all fees referred to above are non-refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To ensure a uniform image and quality products and services throughout the **Preferred Care At Home** System, you must maintain our quality standards and operate the Franchised Business according to the Franchise Agreement and the System Standards, policies and procedures described in the Manuals.

Approved Suppliers and Process to Gain Approval of a Supplier

You must purchase certain products from suppliers designated or approved by us. Presently, the only products that must be purchased from us are your advertising materials. Presently, the only product you must purchase from a third party is the software described in Item 11. If you would like to purchase items from a supplier that has not been approved by us, you may request our approval. Based on the information you supply to us, we will review the items supplied and the proposed supplier's ability to meet our System Standards. Our review will typically be completed in 60 days. We do not maintain written specifications for goods or services that you must purchase from approved suppliers. We do not provide you with any material benefits based on your use of designated or approved suppliers. None of our officers own an interest in any supplier.

We may receive rebates or other payments from suppliers designated or approved by us. Presently, the only such supplier is the software supplier described in Item 11. Also, we may profit from the reproduction of marketing materials.

If you choose to purchase or lease items from suppliers not approved by us, or if you wish to sell any products not approved in writing by us, but which you believe meet our System and quality specifications, you must request approval from us according to the following guidelines: (a) Send a written request to us; (b) The supplier must demonstrate that it can supply items or products which meet our standards and specifications for uniformity and quality; (c) The supplier must demonstrate financial strength, quality workmanship, and ability to supply the items or products. The supplier must supply us with samples, specifications and other required information; (d) We will review the items or products and supplier information and provide you and the proposed supplier with the results of our analysis within 60 days. (e) The recommended supplier may be required to execute a supplier agreement, which terms may vary from time to time.

We do not currently charge a fee for reviewing a supplier you may propose; however, in the future we reserve the right to charge a non-refundable fee not to exceed $500.

Insurance

You must obtain and maintain insurance policies protecting you and us and various related parties against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense related to or connected with the operation of the **Preferred Care At Home** Franchise. At a minimum, you must carry (i) Comprehensive general liability insurance and umbrella coverage against claims for bodily and personal injury, death, and property damage caused by or occurring in conjunction with the operation of Your Franchise, containing minimum liability coverage of at least One Million Dollars ($1,000,000) combined single limit per occurrence and Three Million Dollars ($3,000,000) aggregate with a deductible of One Thousand Dollars ($1,000) per claim; (ii) General casualty insurance including fire and extended coverage, vandalism, theft, burglary and malicious mischief insurance for the replacement value of the franchise and its contents, (iii) Workers' Compensation or other employer's liability insurance as well as such other insurance as may be required by statute or rule in the state in which your Franchise is located.

All insurance policies will name our past, present, and future shareholders, directors, members, officers, employees, attorneys, designees and us as an additional insured. The insurance levels listed above are the minimum we require you to maintain for the Franchised Business. To gain adequate protection, you should discuss with your insurance agent and financial advisor if your personal situation requires you to maintain coverage in addition to the minimums that we require.

You are not obligated by the terms of the Franchise Agreement to purchase your insurance from any specific provider.

Computer Hardware and Software

You must use the Computer System that we periodically designate to operate your Franchise. We may periodically modify specifications for and components of the Computer System. These modifications and/or technological developments may require you to purchase, lease and/or license new or modified computer hardware and/or software. (See Item 11)

Business Telephone Number(s)

You must maintain two telephone lines one of which must be a cell phone, with a phone system that has 24-hour voice messaging capabilities. You must authorize the transfer of any business telephone numbers and directory listings to us upon termination of the franchise agreement.

Business Website(s) and Domain(s)

You may be instructed by Us to create and maintain an Internet presence for the benefit of Your Franchised Business and the **Preferred Care At Home** system. You may be instructed to purchase a website domain and/or create a website; create or join social network sites or pages or other similar creations or services. You must authorize the transfer to Us of these sites, domains, pages, and services created for the Franchised Business upon termination of the franchise agreement.

Percentage of Purchases From Approved and Required Vendors and Rebates

We estimate that the purchases of goods, services, supplies, fixtures, equipment, inventory, computer hardware and software from us, or from our designated or approved suppliers, will represent approximately 10% of your purchases in establishing your Franchised Business and approximately 10% of your overall purchases when operating your Franchised Business.

We may negotiate purchase arrangements with approved suppliers so that, whenever possible, you can take advantage of the economies of scale offered by being a part of the **Preferred Care At Home** System.

In the calendar year ended December 31, 2021, we derived no revenues from the sale of anything, other than franchise sales.

In certain instances, we may be successful in negotiating better pricing than you would be able to achieve if you were not a franchisee. There are no significant material benefits afforded to you because of your use of approved suppliers.

We have no purchasing or distribution cooperatives at this time.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Article X	Items 7 and 11
(b) Pre-opening purchases/lease	Article X, XII	Items 5, 7, 8 and 11
(c) Site development and other pre-opening requirements	Article X, XII	Items 7 and 11
(d) Initial and ongoing training	Article XI	Items 6, 7 and 11
(e) Opening	Article III, IX, XII	Item 11
(f) Fees	Articles III, IV, V and XVI	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operations Manual	Articles VII And XII	Items 8, 11, 14 and 16
(h) Trademarks and proprietary information	Articles VI and VIII	Items 13 and 14
(i) Restrictions on products/services offered	Articles I, VIII and XII	Items 8 and 16
(j) Warranty and Customer Service Requirements	None	None
(k) Territorial development and Sales Quotas	Article II, XII	Item 12
(l) On-going product/service purchases	Article VIII	Item 8
(m) Maintenance, appearance and remodeling requirements	Article XII	None
(n) Insurance	Article XII	Items 7 and 8
(o) Advertising	Article IX	Items 6, 7 and 11
(p) Indemnification	Article XII	Item 6
(q) Owner's participation/ management staffing	Articles IX, and XII	Items 11 and 15
(r) Records and reports	Article V, XI, XII and XIII	Item 6
(s) Inspections and audits	Articles VII, VIII, IX, X XII and XVIII	Item 6
(t) Transfer	Article XVI	Items 6 and 17
(u) Renewal	Article III	Items 6 and 17
(v) Post-termination obligations	Article XVIII	Item 17
(w) Non-competition covenants	Article XV	Item 17
(w) Dispute resolution	Article XXIII	Item 17

ITEM 10
FINANCING

From time to time we may offer special-financing arrangements in house to approved franchisees. We do not receive any direct or indirect payments for placing financing, nor do we guarantee any notes, leases or other obligations of yours to third parties. We may be able to refer you to third parties interested in providing financial assistance. There is no guarantee, however, that you will receive financing from these sources.

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

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

Before you open your Franchised Business, we will:

1. Designate the Territory for the Franchise as listed in Exhibit A of the Franchise Agreement (Section 1.02 of the Franchise Agreement).

2. Provide prior approval to all equipment and supplies you intend to use including products for re-sale, marketing and advertising materials, business forms, business stationery, business cards, fixtures, equipment, and other forms which you intend to utilize (Section 11.09 of the Franchise Agreement) (Also required during operation of the Franchised Business).

During the operation of your Franchised Business we will:

1. Provide you with any additional training we may develop. (Section 11.05 of the Franchise Agreement).

2. If a third party challenges your proper use of any of our Marks, we will defend and indemnify you against all direct damages and expenses you incur due to any unfair competition or infringement claim the third party brings against you. (Section 11.15).

3. Grant you access to marketing, advertising, and promotional programs using the merchandising, advertising, and research data and advice as we may, periodically, develop for use in your local market (Sections 11.07 of the Franchise Agreement).

4. Direct all Advertising Fund Programs if applicable. (Section 9.02 of the Franchise Agreement).

5. Prepare an accounting of the books of the Advertising Fund annually and provide you with a copy of this accounting on written request. (Section 9.02 of the Franchise Agreement).

6. Provide you with operating guidance, business advice, marketing and advertising suggestions and other business guidance. (Section 11.04 of the Franchise Agreement).

Franchise Location and Selection

If you decide to operate your Franchise from a separate location we may define an area in which you will conduct your search for a location for your Franchise and we will approve the location once you have found one from which to operate the Franchised Business that meets our standards and specification (Item 8 and Item 12 of the disclosure document and Section 1.2 of the Franchise Agreement).

The typical initial Franchise office ranges in size from approximately 300 square feet to approximately 600 square feet. A typical initial Franchise office that meets our size requirements are located in executive suites, medical office parks, and office buildings with ample parking and access to major roads and highways. We do not maintain written site selection criteria.

Whether you operate the Franchised Business from your home or an office, you must begin operation of the Franchised Business within 90 days from signing the Franchise Agreement. (Section 12.02 of Franchise Agreement).

Advertising Fund

Recognizing the value of marketing and advertising to the goodwill and growth of the System, we may according to a committee of your peers, establish a marketing and promotion fund (the "Advertising Fund") for marketing, advertising, promotion, cross-promotion, and public relations programs and materials (Sections 4.03, 9.02 and 9.03 of the Franchise Agreement). All franchisees are required to contribute on the same basis, including all company-owned locations. All contributions are by electronic funds transfer each month. You may be required to contribute up to 3% of your Gross Revenues to the Advertising Fund.

We may establish Advertising Council composed of at least 3 franchisees to advise us on issues related to the Advertising Fund. Council members may be elected by franchisees with each franchise having one vote or invited by the franchisor. The Advertising Council will serve as an advisory board only and we retain the right to change or modify its membership, as we deem necessary.

Moneys collected for the Advertising Fund may be used to pay the costs associated with preparing and producing video, audio, and written materials, administering and placing national, regional, and multi-regional marketing and advertising programs, administering and placing cross-promotion programs with third parties, and employing outside advertising and public relations agencies to provide assistance and support for public relations, market research, and other advertising, promotion, and marketing activities. Creating and modifying websites, SEO and SEM opportunities, and hiring advertising or web professionals. We may create and manage any advertising paid for by the Advertising Fund ourselves, or we may contract these services to an advertising and/or public relations agency. Advertising may be conducted in any medium, including radio, television, print and the Internet. Media coverage may be local, regional or national.

We will administer these programs for a fee not to exceed 10% of the Advertising Fund revenues. Expenditures of the fund will be at our sole discretion and we are not obligated to do it in a way that equally benefits franchises, or is in proportion to any individual franchise's payments. Any materials developed by the Advertising Fund will be made available to you through our fulfillment supplier for the published fees. The Advertising Fund will not be our asset, will be accounted for separately from our other funds, and will be held for the benefit of the franchise system. We will furnish to you upon request, an annual statement of moneys collected and costs incurred by the Advertising Fund. Any moneys collected but not expended during a calendar year will accrue to the Advertising Fund for the subsequent year. We can have the Advertising Fund incorporated or operated through a separate entity anytime we deem appropriate, and the successor entity will have all of the rights and duties specified in this Item. We do not currently have any governing documents for the Advertising Fund. We do not use any portion of the Advertising Fund which is primarily to solicit new franchisees.

Currently the Advertising fund is only a stipend amount and does not fully cover the costs associated with this section. 100% of the Advertising Fund in 2018, was spent on SEO and web design and development.

Local Advertising:

Subject to our prior approval, you may use advertising material you have created to promote your Franchised Business in your local market with our approval. Materials available through any of our approved suppliers or us are considered approved and you do not need to submit them to us prior to their use in your local media. We will expect you to provide us with proof that you have spent the required funds on local marketing, at least monthly.

You must spend at least 3% of your Gross Revenues or a minimum of $12,000 annually on local advertising and marketing.

E-training

The Topical Index of our current E-Training of Operations of the franchise business is attached as Exhibit C of this Disclosure Document.

Computer Software and Systems

You must purchase or own and use the Computer System that we periodically designate to operate your Franchise. We may periodically modify specifications for and components of the Computer System. These modifications and/or technological developments may require you to purchase, lease and/or license new or modified computer hardware and/or software. In addition, purchasing a computer system, color printer and other components are essential in operating your business. You may be asked to purchase specific tablets or computers along with the most current versions of programs like MS Office and Quickbooks Online (Section 12.06 of Franchise Agreement). Presently, the only approved vendor for the home care software is ClearCare, though You may use other vendors with prior written consent from Us. This software system will track and report prospective customers through the sales cycle; store key customer data; track customer interfaces; store limited key customer documentation (e.g., forms and correspondence); store contractor information (i.e., caregivers); schedule contractors; invoice clients; view progress in accordance with predetermined key indicators; and integrate financial data with Quickbooks Online.

With internet connectivity as being required, we estimate the cost of the computer system (hardware and software) to be between $500.00 and $2,500.00. You may already own some of these items. At this time, we do not impose any obligations to update, repair or maintain the computer system, but we reserve the right to do so in the future. See Section 12.05 of the Franchise Agreement. We cannot estimate the cost to update, repair or maintain your computer system.

In the future, we may require you to purchase or license one or more software programs, including a proprietary software program. There are no contractual limitations on the frequency or cost of such software programs. We may have independent access to the information and data on your computer, including names and addresses of your clients and your financial information. There are no contractual limitations on our right to access information and data on your computer. We have no obligation to provide repairs, upgrades or updates to the computer system.

We will maintain an Internet site on which your location will be listed, including its address and phone number. You may not develop and implement a website personalized to your Franchised Business yourself or through a third-party provider (Section 9.7 of the Franchise Agreement).

Though We are not obligated to do so, presently We pay for search engine optimization for our website, as well as social media marketing. We may, in the future, use money from the Advertising Fund for search engine optimization and social media. We intend to create a social media policy which will permit you to use social media services subject to our rules and regulations.

<u>Length of Time to Open the Franchised Business</u>

The typical length of time between the signing of the Franchise Agreement and payment of the Initial Franchise Fee and the opening of the Franchised Business is 2 to 4 months. Factors affecting this length of time usually include site procurement, obtaining permits, lease negotiation, tenant improvements, normal business start up considerations, and completion of the Initial Training program.

<u>Initial Training</u>

You must successfully complete our Initial Training program to our satisfaction.

The on-the-job training portion of the "Initial Training" as described in Section 11.03 of the Franchise Agreement includes e-based learning plus is a minimum of 4 days of personalized one-on-one hands on training at our company headquarters.

The Franchise Owner or Owners must attend Initial Training. Up to one additional person from your Franchise may attend at no additional expense. We may charge a fee as noted in Item 6 for additional personnel to attend initial training.

You must pay for all of the out-of-pocket expenses that you incur for travel, hotels, transportation, meals and your employees' salaries while attending the training at our home office.

Training Program

Subject	**Hours of Classroom Training/Lab**	**Hours of On the Job Training**	**Location: Virtual & at Corporate HQ**
Welcome and introductions; Preferred Care At Home policies; Franchise Program Overview; Licensure Overview Understanding Home Care and where Preferred Care at Home fits	8 – 10 hours	Plus 8 hours	PCAH U
Understanding your business model options Making a Lasting Impression through Marketing, Sales and Advertising; the PCAH Culture Overview	8 – 10 hours	Plus 8 hours	PCAH U
Caregiver Recruiting and Retention Handling the In-bound call and scheduling	8 – 10 hours	Plus 8 hours	PCAH U
Caring for the Client	8 – 10 hours	Plus 8 hours	PCAH U

Training classes are held on an as-needed basis. Instruction material includes the Policy and Procedure Manual specific to your state and other materials created by us. Training is conducted by the Preferred Care at Home team, with Frank and Jody Guerrieri facilitating and participating in the training, other corporate representatives, and may include others experts. Frank and Jody Guerrieri's experience is described in Item 2 of this disclosure document.

Continuing Training

We will offer continuing training, including from time-to-time a mandatory annual convention, and Franchisees will be asked to come. You are responsible for all travel and living expenses that you incur while attending such session, and after Your first year, You will be required to pay an annual convention fee.

ITEM 12
TERRITORY

Your Franchise is awarded for the operation of a single or multi unit Franchised Business within a designated territory or territories (the "Territory"). Prior to signing the Franchise Agreement, we will identify the Territory by county, state and other geographic boundaries in which you will eventually locate your Franchise from which to operate the Franchised Business (Item 8 of the disclosure document). Your Franchise Territory map and demographics will be attached to Exhibit A of your Franchise Agreement. Your Territory will include thirty thousand (30,000) people over sixty-five years (65) of age. You may not relocate the Franchised Business without our prior written approval. You do not have any options, rights of first refusal, or similar rights to acquire additional franchises. If the territory selected includes more than thirty thousand (30,000) people over sixty-five years (65) of age there will be a charge of Two Dollars ($2.00) for each of these people.

During the term of the Franchise and any successor agreements, as long as you are not in default of your obligations under the Franchise Agreement, we will not operate ourselves or award to any other person, a franchise to locate a **"Preferred Care At Home"** Franchise inside your Territory; nor modify the Territory without Your prior written permission. We will not intentionally solicit or provide competing services to customers in your Territory.

To maintain the right to your Exclusive Territory and retain Your franchise, you must attain and maintain minimum gross revenues of $20,000 per month by the end of the first year of operation of Your Franchised Business; attain and maintain gross revenues of $40,000 per month by the end of the second year of Your Franchised Business and through the end of the term of the Franchise Agreement or any successor Franchise Agreement.

As long as the minimum gross revenues are maintained and You are in compliance with the terms of your Franchise Agreement, You may keep the exclusive rights to Your Territory. Should You not reach or maintain the above minimum monthly gross revenues, by the end the first or second year, You will be placed in a special training program, lasting one year, during which You will be obligated to attend webinars, meetings, and any other enhanced learning opportunities.

If you fail to maintain the minimum gross revenues, or fail to improve performance to the accepted revenue levels at the end of the special training program, or do not comply with the other terms of your Franchise Agreement, we may reduce the size of your territory or terminate your Franchise Agreement.

You may only provide services to customers residing in your Territory or in areas that does not contain a Preferred Care at Home Franchise. Should the unoccupied territory be purchased, you may retain existing clients but all future referrals for clients in that area must be referred to the new franchisee. The provision of services to customers in an another franchisee's territory without express written permission from the Franchisor and the other franchisee, as described by then-current Encroachment Policy, would be considered a default and potential grounds for termination of the Franchise Agreement. The Encroachment Policy can be found in our Operations Manuals, which may be updated from time-to-time, which includes provisions for penalties as well as, if need be, termination of the Franchise Agreement following a violation of the Encroachment Policy. You are responsible for any payments owed to franchisees for violation of the Encroachment Policy.

In addition, we reserve the right:

(1) to establish and operate, and grant rights to other franchise owners to establish and operate, **Preferred Care At Home** Franchises or similar businesses at any locations outside your Territory and on any terms and conditions we deem appropriate;

(2) to sell certain products identical or similar to, or dissimilar from, those you sell, whether identified by the Mark or other trademarks or service marks through any distribution channels we think best (including mail order and the Internet), wherever located or operating (including within your Territory), except not through Franchises (other than your Franchise), the physical premises of which are located within your Territory without any compensation to you;

(3) to sell any Products through any distribution channels we think best (including mail order and the Internet), wherever located or operating (including within your Territory), except that we will not sell through other franchisees (other than your Franchise), which are located within your Territory without any compensation to you;

(4) To purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to your Franchised Business (and/or franchise, license, and/or similar agreements for such businesses), some or all of which might be located anywhere, including within your Territory. If there is such a purchase or other acquisition, we will (a) with respect to those businesses which are in your Territory and are not franchised or licensed, (i) offer to sell these businesses to you or to any third party at their fair market value to be operated under our System, or (ii) offer you the opportunity to operate those businesses in partnership with us (or our affiliate) under their original trade identities or a different trade identity that does not include the Mark. We have the right to choose which of these alternatives we think best; (b) with respect to those businesses which are franchised or licensed, act as franchisor and/or licensor of those businesses in compliance with the then-effective franchise and/or license agreements;

(5) to be acquired (regardless of the form of transaction) by a business identical or similar to **"Preferred Care At Home"** Franchised Businesses, even if the other business operates, franchises and/or licenses competitive businesses within your Territory; and

(6) to engage in any other business activities not expressly prohibited by the Franchise Agreement, both within and outside your Territory.

We have no plans to operate or franchise a business under a different trademark.

ITEM 13
TRADEMARKS

The Franchise Agreement grants to you the license to operate the System in a Territory under the **"Preferred Care At Home"** name and under any other trade names, trade dress, indicia, trademarks, service marks, and logos currently used or that may be used in the operation of the System (the "Marks"). Our affiliate, Help At Home, Inc. has registered the Marks listed below and granted to us an exclusive license to sub-license the Marks to our franchisees.

The following trademarks, service marks, trade names, logotypes, or other commercial symbols are registered with the United States Patent and Trademark Office ("USPTO") and the registrations are on the principal and or supplemental register (the "Registered Marks"):

Mark	Serial Number	Filing Date	Registration Number	Registration Date
"Preferred Care At Home" (Standard character mark Principal Register)	86186732	February 26, 2014	4612990	September 30, 2014
"Preferred Care At Home" (Standard character mark Supplemental Register)	77244181	August 1, 2007	3400342	March 18, 2008
Preferred Care at Home Word and Design mark Principal Register	86204742	February 26, 2014	4636150	November 11, 2014
"Reliable, Compassionate, Affordable…We Promise!" Standard character mark Principal Register	77244212	August 1, 2007	3408668	April 8, 2008
"Celebrating life, dignity, and independence. Standard character mark Principal Register	85910945	April 22, 2013	4454044	December 24, 2013

"We care for those you care about" Standard character mark Principal Register	86199956	February 21, 2014	4631460	November 4, 2014
"Smooth Transition Care" Standard character mark Principal Register	86204566	February 26, 2014	4706725	March 24, 2015
"I Prefer Home" Standard character mark Principal Register	86793076	October 20, 2015	4932569	April 5, 2016
"Carescript" Standard character mark Principal Register	86724278	August 13, 2015	4926743	March 29, 2016
"PCAH" Standard character mark Principal Register	99163523	April 30, 2025		

No state trademark registrations have been filed. We intend, however, to commence an on-going practice of registering new trademarks for promotional or related advertising activities.

All required affidavits and renewal applications for the federally-registered marks referred to above are expected to be filed.

Based on information we possess, there are no pending opposition or cancellation proceedings for any of our Marks. We are not aware of any superior rights or infringing uses to the Marks that could materially affect your use of the Marks in your state.

There are no agreements currently in effect that significantly limit our rights within the United States, to use, or license the use, of the above mentioned trademarks, service marks, trade names, logotypes, or other commercial symbols in any manner material to the Franchise.

You will follow our rules when you use the Marks. You may not use any Mark as part of your corporate or legal business name or with modifying words, terms, designs, or symbols (except for those we license to you). You may not use any Mark in selling any unauthorized services or products or in any other way we have not expressly authorized in writing.

You will notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. In the event of an infringement, challenge, or claim, you may not communicate with any person other than our attorneys, your attorneys, and us. We may take the action we deem appropriate and control exclusively any litigation, Patent Trademark Office proceeding, or any other administrative proceeding from the infringement, challenge, or claim or otherwise concerning any Mark. You will sign any documents and take any action that, in the opinion of our attorneys, protects and maintains our interests in any litigation or USPTO or other proceeding.

Provided that you have timely notified us of the claim or proceeding and complied with the Franchise Agreement, we will reimburse you for all damages you suffer in any trademark infringement proceeding from your authorized use of any of our Marks, and for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named a party relating to our Marks. We may, at our option, defend and control the defense of any proceeding from your use of any Mark.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue using any Mark and/or use one or more additional or substitute trade or service marks, you will comply with our directions within a reasonable time after receiving notice. We will reimburse you for your reasonable direct expenses of changing trademarked items. However, we need not reimburse you for any loss of revenue due to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark. You must not directly or indirectly contest our rights to our Marks, trade secrets or business techniques that are part of our business.

We do not know of either superior prior rights or infringing uses that could materially affect your use of our principal Mark in any state.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We have no patents or pending patent applications that are material to the franchise.

Many if not most of the marketing and advertising materials associated with the **Preferred Care At Home** system, accessible through our intranet Marketplace, is registered with the United States Registrar of Copyrights.

Name	Registration number	Date of last registration
Preferred Care At Home Intranet Website	TX0007798921	February 20, 2014

Additionally, we assert trade secret and common law copyright protection in our Manual, website documentation and printed and advertising material contained in the System. You may use these items only in the way we specify and only while operating your Franchised Business.

Currently there are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. We license images and other IP from Getty Images, specifically the "Janice" picture (catalog No.200336801-005), 56385929 (RF) granddaughter sitting with her grandmother, and 78137454 (RF) Young Woman smiling to senior woman drawing in wheelchair. Other than the standard licensing terms of these images, there are no agreements currently in effect that significantly limit our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses that could materially affect your use of the copyrighted materials in any state. We need not protect or defend copyrights, although we intend to do so when this action is in the best interest of the System.

Our Manuals and other materials contain our confidential information, including the instruction, methods, and techniques used in the key management areas of the Franchised Business: marketing and promotion, daily operations, personnel, and financial management. You must operate the Franchise Business in accordance with the standards, methods, policies and procedures specified in the Operations Manual (the “Manual”).

We reserve the right to revise the Manual to reflect new developments and approaches in sales, marketing, operational techniques and other procedures pertaining to the Franchise Business. It is the franchise owner's obligation to make sure they are using the most recent version of the manuals.

You must not, during or after the term of the Franchise Agreement, communicate, divulge any confidential information to any third party without our express written permission. You must also not directly or indirectly engage in any other business which is similar to the Franchise Business or sell services or products or offer or sell any services or products which may or in the future be offered by the Franchise Business in any capacity, or divert any business similar to those services and products offered by the Franchise Business to any other business, or solicit any employee or client of **“Preferred Care At Home”** or its affiliates for purposes other than the Franchise Business. Your employees are required to execute a Confidentiality Agreement. All of the Franchisee’s owners, shareholders, principals, partners, officers and directors, if applicable, and their respective spouses will be required to execute a Non-Compete and Confidentiality Agreement, in the form attached as Exhibit of the Franchise Agreement.

We are not aware of any patent or copyright infringement that could materially affect your operation of the Franchised Business.

See Item 15 below concerning your obligation to obtain confidentiality agreements from persons involved in your business.

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

You will at all times faithfully, honestly, and diligently perform your obligations under the franchise agreement. If you are two or more individuals, or a legal entity, you must designate an Owner Manager (the “Owner Manager”) who will be our primary contact with the Franchised Business. The Owner Manager must have at least a 25% equity interest in the legal entity. The Owner Manager will continuously exert his/her full-time efforts to manage, promote, and enhance the Franchised Business. The Owner Manager will not engage in any other business or activity that conflicts with your obligations to operate the Franchised Business. You have the sole responsibility for recruiting, hiring, and training your employees and caregivers provided that you must require all employees and caregivers (some of whom may be independent contractors) to sign a non disclosure confidentiality agreement that we have approved prior to their hire.

Each owner of the legal entity, which operates the Franchise, must sign a personal guaranty (Exhibit D of the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You will offer and sell the services and products that we periodically require. You may not perform any services or offer any products that we have not authorized. Our System Standards may regulate required or authorized products, services and service categories and supplies. There are no limits on our right to periodically change required and/or authorized products, services, and service categories, and we may do so at our discretion.

If you intend to purchase equipment, products or supplies not previously approved by us, you must first notify us in writing of the proposed purchase, and we may require submission of sufficient samples and specifications to determine whether such equipment, products or supplies meet our specifications. We will advise you within a reasonable time whether such equipment, products or supplies meet our specifications.

There are no limits on our right to change the type of products and services you offer.

See Items 9, 11 and 12 for more information about your obligations and restrictions.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

Provision	**Article in Franchise Agreement**	**Summary**
a. Length of the franchise term	Article III	10 years
b. Renewal or extension of the term	Article III	If you are in good standing, including meeting the Performance Requirement (as defined below), you may renew the franchise for an additional 10-year term. Further renewals are at our discretion.

c. Requirements for franchisee to renew or extend	Article III	You may renew for one (1) additional 10-year term if you meet all renewal conditions, including (a) being in good standing, (b) executing our then-current Franchise Agreement, (c) signing a general release, and (d) paying a renewal fee equal to 10% of the then-current franchise fee for your primary territory. If you do not meet the required average monthly Gross Sales threshold of $40,000 in your primary territory, and you hold additional territories under the same agreement, you must either pay 10% of the then-current franchise fee for each additional territory or voluntarily relinquish any additional territories you do not wish to renew. If you meet the Performance Requirement in your primary territory, no additional renewal fees will be required for any other territories under the agreement. Relinquished territories will be deemed forfeited and may be reassigned at our discretion. any reduction/nonrenewal of territory will be handled consistent with CFRA.
d. Termination by franchisee	None	You may seek to terminate your Franchise Agreement on any ground permitted by law. If you terminate early without cause, you must pay an Early Termination Fee.
e. Termination by franchisor without cause	None	We can only terminate if you are in default.
f. Termination by franchisor with cause	Article XVII	Breach of Franchise Agreement and other grounds; see Article XVII for details

g. "Cause" defined – curable defaults	Article XVII	Breach of Franchise Agreement such as failure to pay royalties, advertising contributions, submitting false reports, breach of lease or sublease; see Article XIII
h. "Cause" defined – non-curable defaults	Article XVII	Filing for bankruptcy, assignment for the benefit of creditors or lease termination
i. Franchisee's obligations on termination/non-renewal	Article XVIII	Obligations include payment of amounts due, return manuals, cease use of Marks; see Article XIV
j. Assignment of contract by franchisor	Article XVI	No restriction on our right to transfer
k. "Transfer" by franchisee – defined	Article XVI	Transfer all or substantially all of the assets of your business; includes transfer of Franchise Agreement or ownership change
l. Franchisor's approval of transfer by franchisee	Article XVI	We have the right to approve transfers
m. Conditions for franchisor's approval of transfer	Article XVI	Includes written notice; payment of money owed, non-default, execution of release, transferee qualifications, execution of new agreement, refurbishment and payment of the transfer fee
n. Franchisor's right of first refusal to acquire franchisee's business	Article XVI	We can match any offer
o. Franchisor's option to purchase franchisee's business	Article XVIII	Upon expiration or termination, we can buy certain assets
p. Death or disability of franchisee	Article XVI	Franchise must be assigned to approved buyer within 3 months
q. Non-competition covenants during the term of the franchise	Article XV	Includes prohibition on owning or operating business which sells similar services
r. Non-competition covenants after the franchise is terminated or expires	Article XV	Includes prohibition on owning or operating business which sells similar services for two years and located within 75 miles of any outlet in the System

s. Modification of the agreement	Article XXI	Must be in writing by both parties
t. Integration/merger clause	Article XXV	Only the terms of the Franchise Agreement are binding (subject to state law). Any representation or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article XXIII	Arbitration required for most disputes. Arbitration to take place in Knoxville, Tennessee (as modified by the California State Addendum for California statutory claims).
v. Choice of forum	Article XXIII	Arbitration and litigation must take place in Knoxville, Tennessee – State Specific Addendum for exceptions)
w. Choice of law	Article XXIII	Tennessee law governs interpretation of agreement. – State Specific Addendum for exceptions)

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise, although we reserve the right to do so in the future.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

ITEM 19 – FINANCIAL PERFORMANCE REPRESENTATIONS

We do make a financial performance representation. The following information is based on actual gross revenue data reported by franchised Preferred Care at Home businesses that used WellSky, the home care management software platform used across our entire system. The data reflects operations during the period from January 1 to December 31, 2024.

This information has not been audited, but was pulled directly from the WellSky platform, where franchisees record all billable services. The charts below represent gross revenue figures only. These figures do not reflect expenses or costs of sales, such as caregiver wages, administrative expenses, rent, marketing, or other overhead. Prospective franchisees should conduct an independent investigation of the costs and expenses associated with operating a Preferred Care at Home franchise.

We do not guarantee that you will achieve the same results. Your individual financial performance may vary. The actual performance of any franchise will depend on a number of factors, including location, market conditions, management skill, effort, competition, and adherence to system standards. You should speak with existing and former franchisees, listed in Item 20, for more information about their actual results.

Some outlets have earned the revenues shown in the charts that follow. There is no assurance, however, that you will do as well. You must accept the risk of not doing as well.

Inclusion Criteria for Revenue Charts

The charts presented below include only franchise locations that were active, fully operational, and reporting revenue for the full 12-month period of 2024 (January 1 through December 31, 2024).

To maintain consistency and allow for a meaningful comparison across locations, the following types of franchises are excluded from the charts:

- Locations that signed a Franchise Agreement during 2024 but had not yet opened, launched operations, or obtained the required licenses or staffing;
- Locations that were not operational for all of 2024, such as those that opened mid-year or were in the process of launching;
- Locations that closed, transferred ownership, or were otherwise inactive for any portion of the 2024 calendar year;
- Locations that were active but failed to report any revenue for the year due to data omissions or reporting gaps.

As a result, the data below reflects only those locations that were continuously operational and reporting for the full 2024 calendar year. A total of 85 franchise locations met these criteria and are included in the revenue tables.

Please note that individual results may differ, and this information should not be relied upon as the sole basis for any investment decision. We encourage you to speak with current and former franchisees, consult financial and legal advisors, and thoroughly review this Disclosure Document in its entirety.

Renewal Threshold and Multi-Territory Notes

The financial performance representations made in this Item 19 reflect actual Gross Sales reported by franchisees through the WellSky home care management software during the 2024 calendar year. As noted in Item 17, franchisees operating under a multi-territory Franchise Agreement are required to maintain an average of at least $40,000 in Gross Sales per month in their primary territory in order to avoid additional renewal obligations.

Franchisees who meet the Performance Requirement in their primary territory are required to pay only the standard renewal fee equal to 10% of the then-current franchise fee for that primary territory. No additional renewal fees are required for any additional territories they may hold under the same agreement.

Franchisees who do not meet the Performance Requirement in their primary territory, and who hold one or more additional territories, must either:
(i) pay a renewal fee equal to 10% of the then-current franchise fee for each additional territory, or
(ii) relinquish any additional territory they do not wish to pay for, in which case such territory will be forfeited and may be reassigned by us.

These renewal conditions do not affect the revenue figures disclosed in the tables below but may impact your ongoing rights if you are a multi-territory operator. Please refer to Item 17 for a full description of renewal terms and associated performance requirements.

Systemwide Average Monthly Gross Revenue

(*January 1 – December 31, 2024*)

Metric Description	Amount (USD)
Systemwide Average Gross Revenue	$108,598.52
Average (Excluding Top and Bottom 20%)	$73,204.00
Top 20% Average Gross Revenue	$302,538.21
Total Number of Reporting Units	85

Monthly Gross Revenue by Performance Percentile

Percentile Group	Average Gross Revenue	Median Gross Revenue	Number of Units
Top 20%	$307,561.92	$238,677.27	25
Middle 60%	$98,949.47	$92,153.32	45

Bottom 20%	$17,183.98	$13,784.98	15

Monthly Gross Revenue by Years in Operation

Years in Operation	Average Gross Revenue	Median Revenue	Number of Units
0 to <2 Years	$125,945.88	$125,945.88	6
2 to <5 Years	$116,923.38	$108,451.64	22
5+ Years	$137,590.18	$85,384.49	57

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

	2018	2019	2020	2021	2022	2023	2024	2025
Table No. 1								
Franchised								
Outlets Start of Year	68	87	99	122		123	120	130
Outlets End of Year	87	99	120	126		120	130	130
Net Change	19	12	21	4		3	10	0
Company Owned								
Outlets Start of Year	9	0	0	0	0	0	0	0
Outlets End of Year	0	0	0	0	0	0	0	0
Net Change	-9	0	0	0	0	0	0	0
Total Outlets								
Outlets Start of Year	77	87	99	122		123	120	130
Outlets End of Year	87	99	120	126		120	130	130
Net Change	10	12	21	4		-3	10	0

Table No. 2								
Transfers								
Alabama	0	0	0	0		0	0	2
Alaska	0	0	0	0		0	0	0
Arizona	0	0	4	0		11	0	0
Arkansas	0	0	0	0		0	0	0
California	0	0	0	0		0	0	0
Colorado	0	1	0	0		0	0	0
Connnecticut	0	0	0	0		0	0	0
Delaware	0	0	0	0		0	0	0
Florida	9	0	2	0		12	3	2
Georgia	0	0	0	0		0	0	0
Hawaii	0	0	0	0		0	0	0
Idaho	0	0	0	0		0	0	0
Illinois	0	0	0	0		0	0	0
Indiana	0	0	0	0		0	0	0
Iowa	0	0	0	0		0	0	0
Kansas	0	0	0	0		0	0	0
Kentucky	0	0	0	0		0	0	0
Louisiana	0	0	0	0		0	0	0
Maine	0	0	0	0		0	0	0
Maryland	0	0	0	0		0	0	0
Massachusetts	0	0	0	0		0	0	0
Michigan	0	0	0	0		0	0	0
Minnesota	0	0	0	0		0	0	0
Mississippi	0	0	0	0		0	0	0
Missouri	0	0	0	0		0	0	0
Montana	0	0	0	0		0	0	0
Nebraska	0	0	0	0		0	0	0
Nevada	0	0	0	0		0	0	0
New Hampshire	0	0	0	0		0	0	0
New Jersey	0	0	0	0		0	0	0
New Mexico	0	0	0	0		0	0	0
New York	0	0	0	0		0	0	0
North Carolina	0	0	0	0		0	0	0
North Dakota	0	0	0	0		0	0	0
Ohio	0	0	0	0		0	0	0
Oklahoma	0	0	0	0		0	0	0
Oregon	0	0	0	0		0	0	0
Pennsylvania	0	0	0	0		0	0	0
Rhode Island	0	0	0	0		0	0	0
South Carolina	0	0	0	0		0	0	0
South Dakota	0	0	0	0		0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Tennessee	2	0	0	0		2	0	0
Texas	0	0	0	0		2	0	0
Utah	0	0	0	0		0	0	0
Vermont	0	0	0	0		0	0	0
Virginia	0	0	1	0		0	0	0
Washington D.C.	0	0	0	0		0	0	0
West Virginia	0	0	0	0		0	0	0
Wisconsin	0	0	0	0		0	0	0
Wyoming	0	0	0	0		0	0	0
Totals	11	1	7	0		27	3	4

Table No.3

Status of Franchised Outlets For Year

Alabama							
Outlets at Start of Year	0	0	3	3	7	7	7
Outlets Opened	1	3	0	4	0	0	0
Terminations	0	0	0	0	0	0	2
NonRenewal	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0
Transfers	1	0	0	0	0	0	0
Outlets at End of Year	0	3	3	7	7	7	5
Alaska							
Outlets at Start of Year	2	2	2	4	3	3	3
Outlets Opened	0	0	2	0	0	0	0
Terminations	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0
Transfers	0	0	0	0	3	0	0
Outlets at End of Year	2	2	4	4	3	3	3
Arizona							
Outlets at Start of Year	4	11	11	12	10	10	10
Outlets Opened	7	0	1	0	0	0	0
Terminations	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0
Transfers	0	0	0	0	9	0	0
Outlets at End of Year	11	11	12	12	10	10	10
Arkansas							
Outlets at Start of Year	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0
California							
Outlets at Start of Year	4	4	4	4	4	4	4
Outlets Opened	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0
Transfers	0	0	0	0	2	0	0
Outlets at End of Year	4	4	4	4	4	4	4

Colorado

	2018	2019	2020	2021	2022	2023	2024	2025
Outlets at Start of Year	1	1	2	2		2	2	2
Outlets Opened	0	1	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	1	2	2	2		2	2	2
Connnecticut								
Outlets at Start of Year	0	0	0	0		0	1	1
Outlets Opened	0	0	0	0		1	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		1	1	1
Delaware								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Florida								
Outlets at Start of Year	16	19	24	44		48	51	49
Outlets Opened	3	5	20	1		3	1	2
Terminations	0	0	0	0		0	3	1
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	1		12	3	0
Outlets at End of Year	19	24	44	44		51	49	50
Georgia								
Outlets at Start of Year	0	0	0	2	2	2	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	2	0	0
Outlets at End of Year	0	0	0	2	2	0	0	0
Hawaii								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Idaho								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Illinois								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Indiana								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Iowa								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Kansas								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Kentucky								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Louisiana								
Outlets at Start of Year	2	2	2	2	2	2	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	2	0	0
Outlets at End of Year	2	2	2	2	2	0	0	0
Maine								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Maryland								
Outlets at Start of Year	0	0	0	0	0	0	0	0
Outlets Opened	0	0	0	0	0	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	0	0	0
Massachusetts								
Outlets at Start of Year	0	0	0	0	0	0	1	1
Outlets Opened	0	0	0	0	0	1	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	0	1	1	1
Michigan								
Outlets at Start of Year	10	10	10	10		10	7	7
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		3	0	2
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	10	10	10	10		7	7	5
Minnesota								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Mississippi								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Missouri								
Outlets at Start of Year	1	1	1	1		1	1	1
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	1	1	1	1		1	1	1
Montana								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Nebraska								
Outlets at Start of Year	1	1	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	1	0	0		0	0	0
Outlets at End of Year	1	0	0	0		0	0	0
Nevada								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
New Hampshire								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
New Jersey								
Outlets at Start of Year	5	5	5	5		6	6	16
Outlets Opened	0	0	0	0		0	10	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	5	5	5	5		6	16	16
New Mexico								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
New York								
Outlets at Start of Year	1	1	1	1		1	1	1
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	1	1	1	1		1	1	1
North Carolina								
Outlets at Start of Year	0	0	0	0		1	1	2

	2018	2019	2020	2021	2022	2023	2024	2025
Outlets Opened	0	0	0	0		0	1	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		1	2	2
North Dakota								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Ohio								
Outlets at Start of Year	1	1	1	1	1	0	1	0
Outlets Opened	0	0	0	0		1	0	0
Terminations	0	0	0	0	1	0	1	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	1	1	1	1	0	1	0	0
Oklahoma								
Outlets at Start of Year	0	0	0 c			0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Oregon								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Pennsylvania								
Outlets at Start of Year	5	5	5	5		5	5	4
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	1	1
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	5	5	5	5		5	4	3
Rhode Island								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
South Carolina								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
South Dakota								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Tennessee								
Outlets at Start of Year	10	10	12	12		14	14	14
Outlets Opened	0	2	0	0		0	2	6
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		2	0	0
Outlets at End of Year	10	12	12	12		14	16	20
Texas								
Outlets at Start of Year	4	4	6	4		5	3	4
Outlets Opened	0	2	0	0		0	1	0
Terminations	0	0	0	0		2	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	2	0		2	0	0
Outlets at End of Year	4	6	4	4		3	4	4
Utah								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Vermont								
Outlets at Start of Year	0	0	0	0	0	1	1	1
Outlets Opened	0	0	0	0	1	0	0	0
Terminations	0	0	0	0	0	0	0	0
NonRenewal	0	0	0	0	0	0	0	0
Reacquired by Franchisor	0	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0	0
Outlets at End of Year	0	0	0	0	1	1	1	1
Virginia								
Outlets at Start of Year	1	1	1	1		1	1	1
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Outlets at End of Year	1	1	1	1		1	1	1
Washington D.C.								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
West Virginia								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Wisconsin								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Wyoming								
Outlets at Start of Year	0	0	0	0		0	0	0
Outlets Opened	0	0	0	0		0	0	0
Terminations	0	0	0	0		0	0	0
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	0	0	0	0		0	0	0
Outlets at End of Year	0	0	0	0		0	0	0
Totals								
Outlets at Start of Year	68	87	99	122		123	120	128
Outlets Opened	11	13	23	5		6	15	8
Terminations	0	0	0	0		5	5	6
NonRenewal	0	0	0	0		0	0	0
Reacquired by Franchisor	0	0	0	0		0	0	0
Transfers	1	1	2	1		34	3	0
Outlets at End of Year	87	99	120	126		120	130	130

Table No. 4

Status of Company-Owned Outlets For Years 2018-2021 (Only applicable for Florida, as all Company-Owned outlets are in Florida)

Alabama	0	0	0	0	0	0	0	0
Alaska	0	0	0	0	0	0	0	0
Arizona	0	0	0	0	0	0	0	0
Arkansas	0	0	0	0	0	0	0	0
California	0	0	0	0	0	0	0	0
Colorado	0	0	0	0	0	0	0	0
Connnecticut	0	0	0	0	0	0	0	0
Delaware	0	0	0	0	0	0	0	0
Florida	9	0	0	0	0	0	0	0
Georgia	0	0	0	0	0	0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Hawaii	0	0	0	0	0	0	0	0
Idaho	0	0	0	0	0	0	0	0
Illinois	0	0	0	0	0	0	0	0
Indiana	0	0	0	0	0	0	0	0
Iowa	0	0	0	0	0	0	0	0
Kansas	0	0	0	0	0	0	0	0
Kentucky	0	0	0	0	0	0	0	0
Louisiana	0	0	0	0	0	0	0	0
Maine	0	0	0	0	0	0	0	0
Maryland	0	0	0	0	0	0	0	0
Massachusetts	0	0	0	0	0	0	0	0
Michigan	0	0	0	0	0	0	0	0
Minnesota	0	0	0	0	0	0	0	0
Mississippi	0	0	0	0	0	0	0	0
Missouri	0	0	0	0	0	0	0	0
Montana	0	0	0	0	0	0	0	0
Nebraska	0	0	0	0	0	0	0	0
Nevada	0	0	0	0	0	0	0	0
New Hampshire	0	0	0	0	0	0	0	0
New Jersey	0	0	0	0	0	0	0	0
New Mexico	0	0	0	0	0	0	0	0
New York	0	0	0	0	0	0	0	0
North Carolina	0	0	0	0	0	0	0	0
North Dakota	0	0	0	0	0	0	0	0
Ohio	0	0	0	0	0	0	0	0
Oklahoma	0	0	0	0	0	0	0	0
Oregon	0	0	0	0	0	0	0	0
Pennsylvania	0	0	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0	0	0
South Carolina	0	0	0	0	0	0	0	0
South Dakota	0	0	0	0	0	0	0	0
Tennessee	0	0	0	0	0	0	0	0
Texas	0	0	0	0	0	0	0	0
Utah	0	0	0	0	0	0	0	0
Vermont	0	0	0	0	0	0	0	0
Virginia	0	0	0	0	0	0	0	0
Washington D.C.	0	0	0	0	0	0	0	0
West Virginia	0	0	0	0	0	0	0	0
Wisconsin	0	0	0	0	0	0	0	0
Wyoming	0	0	0	0	0	0	0	0
Totals	9	0	0	0	0	0	0	0

Table No.5

Projected Openings as of December 31, 2025

State	Franchise Agreements signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	2	0
Colorado	0	0	0
Connnecticut	0	0	0
Delaware	0	0	0
Florida	0	2	0
Georgia	0	0	0
Hawaii	0	0	0

	2018	2019	2020	2021	2022	2023	2024	2025
Idaho	0	0	0					
Illinois	0	0	0					
Indiana	0	0	0					
Iowa	0	0	0					
Kansas	0	0	0					
Kentucky	0	0	0					
Louisiana	0	0	0					
Maine	0	0	0					
Maryland	0	0	0					
Massachusetts	0	0	0					
Michigan	0	0	0					
Minnesota	0	0	0					
Mississippi	0	0	0					
Missouri	0	0	0					
Montana	0	0	0					
Nebraska	0	0	0					
Nevada	0	0	0					
New Hampshire	0	0	0					
New Jersey	0	0	0					
New Mexico	0	0	0					
New York	0	0	0					
North Carolina	0	0	0					
North Dakota	0	0	0					
Ohio	0	0	0					
Oklahoma	0	0	0					
Oregon	0	0	0					
Pennsylvania	0	0	0					
Rhode Island	0	0	0					
South Carolina	0	0	0					
South Dakota	0	0	0					
Tennessee	0	0	0					
Texas	0	1	0					
Utah	0	0	0					
Vermont	0	0	0					
Virginia	0	0	0					
Washington D.C.	0	0	0					
West Virginia	0	0	0					
Wisconsin	0	0	0					
Wyoming	0	0	0					
Totals	0	5	0					

Attached to this disclosure document as Exhibit E is a list which identifies the names, and locations of all franchisees as of September 3, 2025. On request, we can provide further information, including contact information, of any listed franchised location.

Attached to this disclosure document as Exhibit F is a list of names and last known home addresses and telephone numbers for every franchisee who has had a Territory terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the 12-month period ending December 31, 2024. As a supplement, we have included terminations in 2025, up to 9/3/2025.

Our fiscal year end is December 31.

No franchisees have signed confidentiality clauses during the last three years which would prevent the franchisees from speaking openly about their experience with us.

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

We are not aware of any franchisee organizations that are associated with our Marks.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit D are our audited balance sheet, statement of operations, shareholder's equity, and cash flows as of December 31, 2023, 2022, and 2021 and our unaudited balance sheet and profit and loss statements as of a date which is within 90 days of the effective date of this disclosure document.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following Exhibits for use in this State and elsewhere. You are encouraged to obtain such independent legal and financial advice, as you deem appropriate to obtain a full understanding of the Franchise offered by this disclosure document before making any commitment.

Exhibit B - Franchise Agreement, including the following exhibits: (A) Franchise Territory; (B) Assignment of Telephone Numbers; (C) Personal Guaranty; (D) Non-Compete and Confidentiality Agreement; (E) Confidentiality Agreement for Employees of Franchisee; and (G) State Addendum(s)

State Effective Dates

The following states require registration, filing, or exemption before a franchise may be offered/sold: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This FDD is filed/registered/exempt for use in the states below as of the Effective Date shown:

STATE	EFFECTIVE DATE OR "PENDING"
California	1/28/2026
Hawaii	NA
Illinois	NA
Indiana	NA
Maryland	NA
Michigan	NA
Minnesota	NA
New York	NA
North Dakota	NA
Rhode Island	NA
South Dakota	NA
Virginia	NA
Washington	NA
Wisconsin	2/10/2026

ITEM 23

RECEIPT

Franchise Disclosure Document Receipt (Copy for Franchisor)

Franchisor: Help at Home Franchise Service LLC
Brand/Marks: Preferred Care at Home/ PCAH
Principal Address: 414 Clinch Ave Knoxville, TN 37902
Phone / Email: (561) 455-2627 • Legal@preferhome.com
FDD Issue/Effective Date (shown on Cover Page): __________________

State where the franchise will be located: ______________________

I/We acknowledge receipt of the **Franchise Disclosure Document** identified above on this date:
Date FDD first received: __________________

I/We also acknowledge receipt of the franchisor's **current form of agreements** to be signed (including the **Franchise Agreement** and any other agreements listed below) **at least seven (7) calendar days before** any signing.

Agreements and Exhibits received with the FDD (check or list all that apply):

- ☐ Franchise Agreement (form)
- ☐ Personal Guaranty
- ☐ California State Addendum (FDD/Agreement)
- ☐ List of Current Franchisees (Exhibit [E])
- ☐ List of Former Franchisees (Exhibit [F])
- ☐ Financial Statements (Exhibit [D])
- ☐ Territory Addendum / (Exhibit A)
- ☐ Other: ____

Name(s) of franchise seller(s) who delivered this FDD:

Frank Guerrieri

Method of delivery: email

Prospective Franchisee (Print name(s))

1. __________________________________ **Signature:** __________________ **Date:** ________
2. __________________________________ **Signature:** __________________ **Date:** ________

If entity, name of entity: ________________________ **Title(s):** __________________

Important: You should **not sign any agreement or pay any consideration** until **at least 14 calendar days** after the **Date FDD first received** stated above. This receipt does **not** waive any rights under California law, including CFIL §§31512 and 31512.1.

Franchise Disclosure Document Receipt (Copy for Franchisee)

Franchisor: Help at Home Franchise Service LLC
Brand/Marks: Preferred Care at Home
Principal Address: 414 Clinch Ave Knoxville, TN 37902
Phone / Email: (561) 455-2627 • Legal@preferhome.com
FDD Issue/Effective Date (shown on Cover Page): __________________

State where the franchise will be located: ______________________

I/We acknowledge receipt of the **Franchise Disclosure Document** identified above on this date:
Date FDD first received: __________________

I/We also acknowledge receipt of the franchisor's **current form of agreements** to be signed (including the **Franchise Agreement** and any other agreements listed below) **at least seven (7) calendar days before** any signing.

Agreements and Exhibits received with the FDD (check or list all that apply):

- ☐ Franchise Agreement (form)
- ☐ Personal Guaranty (if applicable)
- ☐ California State Addendum (FDD/Agreement)
- ☐ List of Current Franchisees (Exhibit [E])
- ☐ List of Former Franchisees (Exhibit [F])
- ☐ Financial Statements (Exhibit [D])
- ☐ Territory Addendum / Rider (if applicable)
- ☐ Other: ____

Name(s) of franchise seller(s) who delivered this FDD:

Method of delivery (circle one): email

Prospective Franchisee (Print name(s))

1. ________________________________ **Signature:** _________________ **Date:** ________

2. ________________________________ **Signature:** _________________ **Date:** ________
If entity, name of entity: ____________________________ **Title(s):** ______________

Important: You should **not sign any agreement or pay any consideration** until **at least 14 calendar days** after the **Date FDD first received** stated above. This receipt does **not** waive any rights under California law, including CFIL §§31512 and 31512.1.

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<u>**FRANCHISE AGREEMENT**</u>

HELP AT HOME FRANCHISE SERVICE, LLC

FRANCHISE AGREEMENT

WITH

HELP AT HOME FRANCHISE SERVICE, L.L.C.

Franchise Agreement

THIS FRANCHISE AGREEMENT is made and entered into this ______ day of _____________ between **Help At Home Franchise Service, L.L.C.** a limited liability company, with its principal office at,414 Clinch Ave Knoxville, TN 37902 (hereinafter referred to as “We”, “Us”, “Our” or “Franchisor”) and _________________, whose principal address is __________________________ (hereinafter referred to as “You”, “Your” or “Franchisee”).

W I T N E S E T H:

WHEREAS, We as a result of the expenditure of time, skill, effort and money have developed a unique and proprietary system for opening, operating and developing businesses (hereinafter “Preferred Care At Home Business” or the “Franchise”) specializing in providing non-medical companionship, domestic care and skilled care services, depending on state required licenses, for senior citizens and other individuals requiring similar services, (the “Services”) and, in general, a style, system and technique of business operation and procedure developed through and by reason of Our business experience (hereinafter referred to as “Preferred Care At Home System” or the “System”); and

WHEREAS, We continue to expend time, skill and money to develop and integrate into the System new or substitute programs, procedures, systems, products and services;

WHEREAS, We or Our affiliates are the owner of certain trademarks, service marks, copyrights and logotypes, including (but not limited to) the mark **Preferred Care At Home** and **Reliable, Compassionate, Affordable...We Promise!** and such other trademarks, trade dress, trade names, service marks, copyrights and logotypes as are now designated and may hereafter be designated by Us for use in connection with businesses which We may own and operate and which We franchise to others to own and operate and products and services related thereto (such names, logotypes and marks hereinafter referred to as the “Proprietary Marks”); and

WHEREAS, We continue to develop, use and control the use of such Proprietary Marks in order to identify for the public the source of Services marketed hereunder and to represent the high standards of quality associated with such Services and the System; and

WHEREAS, You desire to obtain a franchise to operate a Preferred Care At Home franchise (the “Franchised Business”) in the Territory (hereinafter referred to as the “Territory”) defined and described below utilizing our Proprietary Marks and the System; and

WHEREAS, We desire to grant to You a franchise of the type specified in Section 1.01 hereof upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. GRANT OF FRANCHISE

1.01 Grant of Franchise

We hereby grant to You, and You hereby accept, the right to operate one (1) **Preferred Care At Home** franchise and to offer and sell home care medical or non-medical home care and domestic care services to senior citizens and other individuals in accordance with the System, as it may be changed, improved and further developed from time to time, in the Territory and upon the terms and subject to the provisions of this Agreement and all documents ancillary hereto.

1.02 Grant of License

We hereby grant to You, and You hereby accept, a non-exclusive and limited license to use Our Proprietary Marks which pertain to the franchise contemplated herein and the System solely in connection with Your operation of one (1) Franchised Business in the Territory described below, upon the terms and subject to the provisions of this Agreement and all documents ancillary hereto.

II. TERRITORY

2.01 Exclusive Territorial Grant

Your right to engage in the business of establishing and operating a Franchised Business is restricted to the geographic area (the "Territory") delineated in **Exhibit A** to this Agreement. The size of the Territory will vary based upon population, demographics and other relevant factors, however, in general, each Exclusive Territory will consist of a population of Thirty Thousand (30,000) people over Sixty-Five (65) years of age. During the term of this Agreement, if You are in compliance with the terms of this Agreement, We are not permitted to establish or franchise any other office within the Territory. You may operate the Franchised Business from your home or such permanent location(s) situated within the Territory as may be required or approved by Us. As used herein, "permanent location" as (hereinafter defined) shall mean that location selected by You and approved by Us from which You shall operate Your Franchised Business.

2.02 Franchisor Restrictions

We agree that, for so long as this Agreement is in effect, We will not, directly open a company-owned business of the type franchised hereunder or grant a license for the operation of a similar or competitive business within the Territory. Except as set forth above, the franchise and licenses granted to Franchisee by this Agreement are non-exclusive and Franchisor shall have, at all times throughout the term of this Agreement and any renewals hereof, and at all places, the unqualified right to open and operate, or to franchise and license others to open and operate, businesses utilizing the System anywhere, except within Franchisee's Territory.

It is suggested that Your office be located within Your Territory. You may service clients outside of Your Territory only with Our prior written consent and subject to the following:

(a) The territory, in which you wish to operate in, is not part of an existing franchisee or company-owned territory.

(b) You may not direct advertising outside of your Territory unless You can discontinue such advertising within twenty-one (21) days.

(c) When the territory or area outside of your Territory is granted to another franchisee or becomes part of a company-owned territory you may continue to serve existing clients only; providing that You are in good standing under your Franchise Agreement and all other agreements with Us or our affiliates.

(d) You agree to immediately stop advertising but can continue servicing existing clients and any new clients in the territory outside of your Exclusive Territory granted that these clients are a direct referral from your marketing efforts and sphere of influence.

2.03 <u>Franchisee Acknowledgement and Encroachment Policy</u>

You expressly acknowledge and understand that it shall be Your obligation to develop and exploit Your Franchised Business within the Territory.

You understand that you may not service or sell to customers that are a part of the territory of an existing franchisee, and that doing so would be considered a violation of the Encroachment Policy and could result in the termination of Your Franchise Agreement or open you to fines and penalties as according to the then current Encroachment Policy.

Further, your marketing activities are restricted to the Territory in accordance with the specifications set forth in the Manuals. You shall not market your services or sell any products through the Internet, Websites, catalogs or any other media either directly or indirectly, and such activity shall be a material breach of this Agreement. To ensure the highest possible demand for services of Your Franchised Business within the Territory, You must direct all advertising, promotion and direct marketing towards customers within the Territory. Whenever possible, the source disseminating such advertising or promotion must be directed to potential customers within Your Territory. In the event, the source disseminating such advertising reaches potential customers outside of Your Territory you shall not be deemed to have violated Your Agreement with Us.

2.04 <u>Rights Maintained By Us</u>

(a) We reserve the right to establish or operate, or franchise or license any other franchisee to establish or operate, a **Preferred Care At Home** business at any location outside of the Territory.

(b) Acquiring the assets or ownership of one or more businesses similar or identical to the **Preferred Care At Home** Franchised Business, regardless of wherever these businesses are located or operating, including within the Territory. If there is an acquisition within Your Territory and they are not franchised or licensed We will offer

You the opportunity to purchase these businesses at fair market value or to operate them in partnership with Us.

(c) We reserve the right to sell the Products and Services through any distribution channel other than a **Preferred Care At Home** franchise, including the Internet and Gift Certificates.

(d) To be acquired, regardless of the form of transaction, by a business providing products or services identical or similar to **Preferred Care At Home**, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including within the Territory)

(e) To be acquired (regardless of the form of transaction) by a business identical or similar to a **Preferred Care At Home** business, which may operate locations within the Territory, which are franchise or license locations.

2.05 Performance Requirement

Your exclusive right to operate Your business within the Territory noted in EXHIBIT A and is contingent on You achieving and maintaining minimum Gross Sales of Twenty Thousand Dollars ($20,000) per month by the end of the first year of operation of Your business; achieving and maintaining Gross Sales of Forty Thousand Dollars ($40,000) per month by the end of the second year of operation of Your business through the end of the term of this Agreement or any renewal term of a renewal Franchise Agreement (the “Performance Requirement”). Further, as long as the minimum gross revenues are maintained and You are in compliance with the terms of your Franchise Agreement, You may keep the exclusive rights to Your Territory. Should You not reach or maintain the above minimum monthly gross revenues, You will be placed in special training program, lasting one year, during which You will be obligated to attend webinars, meetings, and any other enhanced learning opportunities.

If you fail to maintain the minimum gross revenues or fail to improve performance to the accepted revenue levels at the end of the special training program, or do not comply with the other terms of your Franchise Agreement, it may result in a reduction of the size of your territory, the forfeiture of exclusivity granted You to the Territory, or even lead to the termination of your Franchise Agreement.

In addition, failure to achieve the minimum Gross Sales may constitute a material default of this Franchise Agreement and We may have the right to terminate this Agreement and/or grant additional franchises within the Territory to third parties.

III. INITIAL TERM; RENEWAL TERM

3.01 Initial Term

The initial term of this Franchise Agreement ("Initial Term") shall be Ten (10) years commencing on the date We execute this Agreement (the "Effective Date") unless sooner terminated in accordance with the provisions of this Agreement.

3.02 <u>Renewal Terms</u>

If You shall have complied with the conditions for renewal set forth in Section 3.03 below, You shall have the right, but not the obligation, to enter into a renewal Franchise Agreement for as many additional ten (10) year terms (the "Renewal Term") as is desired. The Renewal Term shall commence on the expiration of the Initial Term.

3.03 <u>Conditions Precedent to Renewal</u>

Your right to enter into a renewal Franchise Agreement is contingent upon Your fulfillment of the following conditions:

(a) Upon Your exercise of such right and at the commencement of the Renewal Term, You shall have fully performed all of Your obligations under this Agreement.

(b) You, prior to the commencement of any Renewal Term, shall satisfy: (i) Our then-current standards applicable to the System; (ii) the requirements of the then-current Franchise Agreement and all other agreements ancillary thereto; and (iii) the standards set forth in Our then current Confidential Operations Manuals (the "Manuals").

(c) You shall not be in default of any provision of this Agreement or any other agreement with Us or any of Our affiliates, subsidiaries, or designees, if any.

(d) You shall have satisfied all monetary obligations to Us and any of Our affiliates, subsidiaries, and designees, if any, and shall have met such obligations in a timely and responsible manner throughout the Initial Term and any Renewal Term.

(e) You have executed a general release relating to this Agreement in form and substance satisfactory to Our counsel and Us.

(f) You pay Us a renewal fee representing Ten (10%) Percent of the then current initial franchise fee (if we are not then offering franchises, the renewal fee will be 10% of the last initial franchise fee collected by Us).

3.04 <u>Form and Manner of Renewal:</u>

If You are in good standing and wish to renew this Agreement at the end of its initial term, You may do so for one (1) additional term of ten (10) years, provided all of the following conditions are met:

(a) You must notify Us in writing of Your intent to renew at least six (6) months prior to the expiration of the initial term;

(b) You must not be in material default under this Agreement or any other agreement with Us;

(c) You must substantially comply with all System standards and obligations throughout the term;

(d) You must execute Our then-current Franchise Agreement and sign a general release of claims;

(e) You must pay a renewal fee equal to ten percent (10%) of the then-current franchise fee for Your primary Territory, regardless of revenue performance;

(f) Performance Requirement:
You must achieve and maintain Gross Sales of at least Forty Thousand Dollars ($40,000) per month in Your primary Territory throughout the term of this Agreement.

1. If You meet the Performance Requirement in Your primary Territory, You will only be required to pay the 10% renewal fee for Your primary Territory, and no additional renewal fees will be assessed for any other Territories You hold under this Agreement.

2. If You do not meet the Performance Requirement in Your primary Territory, and You hold one or more additional Territories, then You must either:
(i) pay an additional renewal fee equal to ten percent (10%) of the then-current franchise fee for each additional Territory, or
(ii) voluntarily relinquish one or more additional Territories that You do not wish to renew or pay for.

Any Territory relinquished will be deemed forfeited at the end of the term and may be reassigned by Us in Our sole discretion. The relinquishment will not entitle You to any refund or compensation. Any reduction/nonrenewal of territory will be handled consistent with CFRA.

3.05 <u>Notice of Expiration:</u>

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

IV. <u>PAYMENTS TO FRANCHISOR</u>

4.01 <u>Initial Fee</u>

As an Initial Fee, You shall pay to Us the total sum of $64,500. The Initial Fee is inclusive for the purchase of one franchise territory as outlined in this Agreement. The financial and territory ownership terms and conditions are outlined in “Exhibit A.”

The initial franchise fee is fully earned by Us upon execution of this Agreement and, except as otherwise expressly provided, is nonrefundable.

4.02 Royalty Fee

Throughout the Term of this Agreement, You agree to pay Us a continuing tiered Royalty Fee. You will owe the royalty percentage associated with that tier for the applicable revenue amounts. The Benchmarks for each tier is as follows:

I. Tier One: 5% royalties on the first $110,000 in monthly gross revenues.
II. Tier Two: 4% royalties on the monthly gross revenues between $110,001 & $220,000.
III. Tier Three: 3% royalties on the monthly gross revenues above $220,001.

The Royalty Fee is payable on the 20th day of each month based upon revenues invoiced during the previous calendar month. The Royalty Fee will be calculated and invoiced to you by the 16th based upon reports submitted to Us and a bank auto debit from Your account will be drawn on the 20th of each month. The monthly Royalty Fee shall commence upon the opening of Your Franchised Business to the public in accordance with Section 4.06 of this Agreement. The Royalty Fee shall be paid in accordance with the policy and procedures as determined by Us and as set forth in the Manuals. A minimum Royalty fee of $200.00 Two-hundred Dollars shall begin 60 days after the signing of this agreement, 60 days after the next held official franchise training, or, 60 days after receipt of state mandated license, whichever is latter.

4.03 Gross Sales Definition

The term Gross Sales is defined as the total amount of all sales of services and the total of all charges for services whether for cash, credit or otherwise, made and provided in connection with the Franchised Business, provided they are in connection with the business conducted under this Franchise Agreement. Gross Sales shall not include any federal, state, local or other sales, excise or value added taxes paid or accrued by You. Gross Sales shall include all funds either collected or uncollected. Gross Sales is also defined as all sales and receipts of any kind derived from the operation of the Franchised Business, and shall include all services provided directly or indirectly from the use of the Proprietary Marks or any other aspect of the System. The sale shall be considered made at the earlier of the provision of services or receipt of payment for services. The Royalty Report in the form and manner as specified by Us shall be received by Us on or before the Fifteenth (15) day of the month.

4.04 Advertising Fund

Recognizing the value of regional and national advertising and promotion of the System, an advertising fund fee may be required of You. The enactment of this fund shall be the decision of a group of your peers known as the National Advisory Council. Currently the Advertising fund is only a stipend amount ($180) and does not fully cover the costs associated with this section. The Advertising Fund is spent on SEO and web design and development.

You, in further consideration of the grant of this license, may be asked to contribute cooperatively with neighboring franchisees, with 60 Sixty days notice from Us, on or before the Fifteenth (15th) day of each month, a non-refundable advertising contribution ("Advertising Fee") to a franchisee managed Advertising Fund (as hereinafter defined) in an amount equal to a percent of your Gross Sales not to exceed 3%. Although currently this advertising fund has not been enforced, it may be instituted according to this section.

4.05 Late Payments

Non-collected automatic debits, due to insufficient funds, will incur a service fee by our bank to cover the costs and expenses involved in handling and processing any non-payments. You shall also pay, upon demand, a late payment charge in an amount equal to the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest rate permitted by law. Such charge shall accrue from the date payment was due until the date payment is actually received by Us. In addition to interest on overdue amounts, the You shall pay a late charge on demand of $100 for each payment that is more than 10 days overdue to cover the Our administrative costs in dealing with the late payment. Nothing in this Agreement may be construed to mean that You are to pay, or have contracted to pay, any sum in excess of that which may lawfully be charged or contracted for under any applicable law. The parties intend to strictly conform to applicable usury laws. If an amount in excess of such laws is inadvertently collected, it shall be applied to reduce the amounts owed for Royalty Fees and Advertising Contributions. Notwithstanding the foregoing, each failure to pay the Royalty Fees, Advertising Fees or other payments payable to Us when due will be a material breach of this Agreement.

4.06 Commencement of Payment Obligations

Except as herein expressly provided, all royalties and fees due hereunder shall begin accruing on the day 60th day after you commence operations. All obligations of the Franchised Business and shall continue to be due during the entire term of this Agreement. "Commencement of operation of the franchised business" is defined to be the first day that Your Franchised Business is either opened for business, engages in any of the activities contemplated by this Agreement or offers any of the services or products for sale.

4.07 Product and Service Purchase Payments

As set forth in detail hereunder, and in Our Manuals and elsewhere, in order to provide services of the highest quality and in the most professional, expeditious and cost-conscious manner, and in order to guarantee uniformity of concept and quality, You are required to purchase certain equipment, supplies, email addresses, training modules and materials necessary to conduct the Franchised Business in accordance with the System from suppliers designated or approved by Us. We shall auto debit such purchases when possible directly from your bank account.

4.08 Operational Scheduling and Business Management Software Payments

Before commencing to operate the Franchised Business, You are required to have and or purchase computer hardware and software system that is accessible to the Internet and capable of wireless connectivity and accessing Microsoft office documents. You are also required to use the Home Care Software management system of our choosing. At Our request, You may be asked to provide us with any assistance We require to bring Your computer system "on-line" with Our computer system at Our headquarters. We may request the right to retrieve such data and information from Your computer system as We, in our sole discretion, deem necessary, desirable or appropriate. Computer systems are designed to accommodate a certain maximum amount of data and terminals. As such limits are achieved, and/or as technology and/or software is developed in the future, We may, ask that You add memory, ports and other accessories and/or peripheral equipment and/or additional, new, or substitute software to the original software purchased by You. At a certain point in time it may become necessary for You to replace or upgrade the computer hardware with a larger system capable of assuming and discharging all the computer-related tasks and functions We specify. Computer designs and functions change periodically. Therefore, from time to time, We may be required to make substantial modifications to Our computer specifications, and may request You, at Your expense, to comply with those modifications and/or to install entirely different computer systems. To ensure full operational efficiency and communication capability between Our computers and those of all Franchised Businesses, You shall, at Your expense, keep the computer system (hardware and software) in good maintenance and repair. At Your expense, and following Our testing and determination that same will prove economically or systematically beneficial to You and Us, You may also be asked to install such additions, changes, modifications, substitutions and/or replacements to Your computer hardware, software, telephone and power lines and other computer-related facilities as We direct. You shall do so on those dates and within those times specified by Us in Our sole and exclusive discretion. Upon the expiration or sooner termination of this Agreement, all software, disks, tapes and other magnetic storage media We provide to You must be returned to Us in good condition (reasonable wear and tear excepted). You must delete all software and applications from all memory and storage.

V. FEES AND REPORTING

5.01 Payment

You may be asked to sign and deliver to Us any documents required to authorize Us to debit Your business royalty checking account automatically for the Royalty and Advertising Fee and other amounts due under this Agreement. We may debit Your account for the Royalty and Advertising Fees on the Twentieth (20th) of the month for the previous monthly period. You agree to make the funds available for withdrawal by electronic transfer before each due date.

5.02 Royalty and Business Reports

(a) You agree to forward to Us electronically (or as may be specified by Us from time to time) the Royalty Report, in the form and manner as specified by Us, on or before the Fifth (5th) day of the month.

(b) You are required to furnish to Us or supply us with the right to request your Franchise Business annual IRS tax returns.

(c) We reserve the right to change at any time the number, scope, format, content or time for submission of reports which You are required to send to Us, whether manually or by computer interface.

VI. PROPRIETARY MARKS

6.01 Non-Ownership of Trademarks, Trade Names and Copyrighted Material by You:

The non-exclusive, limited license granted in Section 1.02 hereof does not grant You any right, title or interest, at law or in equity, in or to any of Our Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, or copyrighted materials, except as provided by this Agreement. Further, such license applies only to those Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, and copyrighted materials which have been, or may be, designated in writing by Us for use by You in conjunction with the operation of the Franchised Business. You shall not represent to others, or conduct Your Franchised Business in any manner that might indicate to others, that You possess any other legal or equitable rights in Our Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, or copyrighted materials by virtue of the license granted hereunder.

6.02 Acts in Derogation of the Proprietary Marks, Trade Dress, Trade Names and Copyrighted Materials:

You shall not commit or permit any act in derogation of any of the rights of Us to Our Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, and copyrighted materials.

6.03 Prohibition Against Disputing Our Rights:

You shall not contest or dispute Our title to the Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, or copyrighted materials.

6.04 Use of the Proprietary Marks, Trade Dress, Trade Names and Copyrighted Materials:

You shall use and display the Proprietary Marks, trade dress, trade names, website domain(s) obtained and website(s) created for the Franchised Business, and use the copyrighted materials strictly in accordance with the specifications set forth in the Manuals or in any other written direction from Us.

6.05 Your Trade Name:

You shall not use Our Proprietary Marks, trade dress, trade names or copyrighted materials, or any words, symbols or materials, or website domain(s) obtained and website(s) created for the Franchised Business, which We deem confusingly similar thereto, in Your trade name. Specifically, You shall not use the following: (1) the "**Preferred Care At Home**" mark, consisting of the stand-alone standard word mark or the stand-alone hand-and-leaves design logo mark or any combination of the two; (2) "**We care for those you care about**," (3) "**Smooth Transition Care**," (4) "**Reliable, Compassionate, Affordable...We Promise!**" (5) or any variant thereof as part of Your trade name.

6.06 <u>Your Bank Accounts</u>:

Without Our authorization You shall not use Our Proprietary Marks, trade names or copyrighted materials, or any words, symbols or materials, which We deem confusingly similar thereto, on Your bank accounts or on Your checks. Specifically, You shall not use the following: (1) the "**Preferred Care At Home**" mark, consisting of the stand-alone standard word mark or the stand-alone hand-and-leaves design logo mark or any combination of the two; (2) "We care for those you care about," (3) "**Smooth Transition Care**," (4) "**Reliable, Compassionate, Affordable...We Promise!**" (5) any variant thereof as part of Your trade name.

You may with our permission use Our mark **Preferred Care At Home** as a prefix as long as there is a territory identifier as a suffix (i.e. Preferred Care At Home Madison Avenue).

6.07 <u>Telephone, Email, Domain(s), and Address Listings</u>:

You agree that, after the expiration or termination of this Agreement, You shall discontinue the use of the telephone number(s), website domain(s) obtained and website(s) created for the Franchised Business, and e-mail addresses of the Franchised Business and shall not advertise in any telephone directory, online or otherwise, under the name "**Preferred Care At Home**" or any other name used by the System. Furthermore, You agree to make a good-faith effort to remove the telephone number(s), e-mail addresses, and business addresses of the Franchised Business from high-priority or high-ranking search engine links, created by you or generated by a third-party, that might give the general public the impression that an authorized Preferred Care At Home franchise is active, open, and reachable for business in your former territory or address or phone number. Alternatively or additionally, as the case may be, upon demand of Us, You shall direct Your local telephone Company and/or the relevant service provider or entity to transfer such telephone number(s) and/or website domain(s) purchased or websites created for the Franchised Business to Our designee or Us. You shall sign an assignment of telephone numbers naming Us as assignor in the form attached hereto as **Exhibit B**.

6.08 Defense of Proprietary Marks, Trade Dress, Trade Names and Copyrighted Materials by Us:

If You receive notice of, or learn of any actual or potential claim, suit or demand that has been or may be asserted against You or Us involving any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks, trade names or copyrighted materials, You shall notify Us within 7 days of any such actual or potential claim, suit or demand. Thereupon, We shall promptly take such action, as We may deem appropriate to address any such claim. We shall have the sole right to defend, compromise or settle any such claim, using attorneys of Our own choosing, and You agree to cooperate fully with Us in connection with the defense of any such claim. We shall protect, defend and indemnify You in connection with such claim unless the claim, suit or demand arises out of or relates to Your use of the Proprietary Marks, trade names and trade dress, website domain(s) obtained and the website(s) We created for the Franchised Business, and copyrighted materials in violation of this Agreement, the Manuals or otherwise.

6.09 Prosecution of Infringers:

If You learn of any unauthorized use of the Proprietary Marks or trade names or copyrighted materials or any variant thereof of them, You shall promptly notify Us of the facts relating to such alleged infringing use. We shall, in Our discretion, determine whether or not to take any action with respect to such information. You shall have no right to take any action with respect to any unauthorized use of the Proprietary Marks, trade dress, trade names, website domain(s) obtainted and the website(s) created for the Franchised Business, or copyrighted materials.

6.10 Discontinuation or Substitution of Proprietary Marks:

We reserve the right to modify, discontinue or substitute the use of any mark, name, symbol or other corporate identification licensed hereunder. In such case, You shall conform Your use of such identification as directed by Us. Thereupon, Our sole obligation shall be to reimburse You for the documented tangible costs of compliance with Our direction.

VII. CONFIDENTIAL OPERATING MANUALS

7.01 Conditional Use of Manuals

(a) We shall lend You one (1) copy of the Confidential Operating Manuals (hereinafter the "Manuals) in electronic accessible form upon the execution of this Agreement or at the official franchise training class. You shall conduct the operation of Your Franchised Business in strict accordance with the Manuals.

(b) The Policy and Procedure Manuals shall remain Our property. You shall treat the Manuals as confidential. You shall not copy, duplicate, or otherwise reproduce the Manuals nor otherwise make the Manuals available to any non-management employee or Your staff. Upon the expiration or other termination of this Agreement, You shall return the Manuals to Us.

(c) You shall ensure that Your copy of the Manuals is kept current. In the event of any dispute as to Your compliance with the provisions of the Manuals, the master copy of the Manuals maintained by Us shall be controlling.

(d) You shall conduct the operation of Your Franchised Business in strict compliance with Our operational systems, procedures, policies, methods and requirements as prescribed from time to time in the Manuals and in any supplemental bulletins and notices, revisions, modifications, or amendments thereto, all of which shall be deemed a part thereof.

(e) You agree to immediately adopt and use the programs, services, methods, standards, policies and procedures set forth in the Manuals, as same may be modified by Us from time to time. You acknowledge that We are the owner of all proprietary rights in and to the System.

VIII. CONFIDENTIAL INFORMATION

8.01 Restriction on Use of Confidential Information

You shall not, during the term of this Agreement or at any time thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association, corporation or entity any of the confidential information, knowledge or know-how concerning the systems of operation; services; products; procedures; policies; standards; marketing techniques; criteria; employees; employee lists; candidates for employment; applicants for employment (including applications and resumes); computer software; records pertaining to appointments, clients, or sales; recruitment advertising “pseudonyms”; or, customers of the Franchise or the System which may be communicated to You. You and Your Manager (if any), who are required to successfully complete the Training Program, shall divulge only such confidential information and only to such of Your employees and staff as must have access to it in order to participate in the operation of the Franchised Business, and You shall take those precautions as shall be necessary to ensure that Your employees retain such information in confidence, including the execution by each such employee of Our Confidentiality Agreement in the form attached as **Exhibit E** attached hereto, prior to the commencement of employment. You shall submit copies of all such executed Agreements for receipt by Us within ten (10) days of the commencement of employment of any employee. All of Your proprietors, principals, partners, officers, directors and shareholders, if applicable, and their respective spouses, will be required to execute a Non-Compete and Confidentiality Agreement in the form attached as **Exhibit D** hereto, which includes the foregoing restrictions.

All materials, discoveries, ideas, techniques, inventions and/or improvements related to the Franchised Business whether created by You or on Your behalf must be promptly disclosed to Us and deemed to be Our sole and exclusive property.

Any and all information, knowledge, know-how, techniques, lists and other information which We designate as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate lawfully came to You prior to disclosure thereof by Us or which, at or after the time of disclosure by Us to You, had become or becomes a part of the public domain through lawful publication or communication by others.

IX. ADVERTISING

9.01 Advertising Standards

You shall only use such advertising, identification and promotional materials and programs, which have been furnished by Us or, alternatively, have been approved in writing in advance by Us.

All advertising by You which utilizes the Proprietary Marks or refers in any way to the Franchised Business, regardless of medium, shall be conducted in a dignified manner and shall conform to such standards, specifications and requirements as We may specify from time to time in writing in the Manuals or otherwise.

9.02 The Advertising Fund

Recognizing the value of uniform advertising, marketing and promotion to the goodwill, growth and public image of the System, You agree that We or Our designee shall have the right to establish, maintain and administer an advertising fund (hereinafter referred to as the "Advertising Fund") for such national, regional, and local advertising programs as We may deem necessary or appropriate, in Our reasonable discretion, as follows:

(a) We shall direct all national, regional, and local advertising programs with sole discretion over the creative concepts, materials, endorsements and media used therein, and the placement and allocation thereof. We acknowledge that the Advertising Fund is intended to maximize general public recognition and acceptance of the System and the Proprietary Marks for the benefit of all Franchises operating under the System and to those specific contributors, and that We undertake no obligation in administering the Advertising Fund to ensure that expenditures from the Advertising Fund are proportionate or equivalent to Your contributions made for Your Franchise, or that any particular Franchise or franchisee benefits directly or pro rata from the placement of any such advertising;

(b) You agree that the Advertising Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and/or regional advertising materials, programs and public relations activities (including, without limitation, the cost of preparing and conducting television, radio, magazine, Internet, billboard, newspaper, direct mail and other media programs and activities, for conducting marketing surveys, test marketing, employing advertising agencies to assist therewith, and providing promotional brochures, coupons and other marketing materials to all franchisees of the System). The Advertising Fund shall be accounted for separately from Our other funds, and shall not be used to defray any of Our general operating expenses, except for such reasonable administrative costs and overhead, not to exceed ten (10%) percent of the Advertising Fund revenues, as We may incur in activities reasonably related to the administration of the Advertising Fund and its advertising programs;

(c) A statement of the operations of the Advertising Fund shall be prepared annually by Us and shall be made available to You on written request. The Advertising Fund shall pay the cost of the statement. Except as expressly provided in this Section 9.02, We assume no direct or indirect liability or obligation to You with respect to the maintenance, direction or administration of the Advertising Fund;

(d) We may, for each Company owned **Preferred Care At Home** Business, make contributions to the Advertising Fund in the same amount as is required to be contributed by franchisees within the System.

(e) We shall have the right to create an advertising council composed of franchisees and Our representatives, including any of Our designees. Said council shall have input with respect to expenditures of Advertising Fund contributions.

(f) You understand and acknowledge that the Advertising Fund is intended to maximize recognition of the Proprietary Marks and patronage of Preferred Care At Home franchises. Although We will endeavor to utilize the Advertising Fund to develop advertising and marketing materials, and to place advertising, in a manner that will benefit all Preferred Care At Home businesses, We undertake no obligation to ensure that expenditures by the Advertising Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Advertising Fund by Preferred Care At Home businesses operating in that geographic area or that any Preferred Care At Home business will benefit directly or in proportion to its contribution to the Advertising Fund from the development of advertising and marketing materials or the placement of advertising. Except for losses to the Advertising Fund resulting from theft, embezzlement, or similar actions by Our representatives, We assume no direct or indirect liability or obligation to You with respect to the maintenance, direction, or administration of the Advertising Fund.

9.03 Local Advertising

You are obligated to expend, on an annual basis, the greater of three (3%) percent of your previous year's Gross Sales or Twelve Thousand Dollars ($12,000) on local advertising and promotion of Your Franchised Business. All local advertising shall be conducted in accordance with the specifications and standards set forth in the Manuals. Advertising expenditures, which qualify for fulfilling the Local Advertising requirement, shall include print and electronic advertising, direct mail campaigns, telephone directory listings, special promotions, trade show exhibits and such other promotional programs, which may be included from time to time in the Manuals. Contributions to the Advertising Fund shall be applied as an offset to the Local Advertising obligation.

You shall furnish Us, in conjunction with the submission of the annual financial statement required by Section 13.01, an accurate accounting of all expenditures for local advertising made in the calendar year covered by such financial statements.

You shall make every reasonable effort to vigorously and aggressively promote and increase the demand for the services of Your Franchised Business by conducting, the following local advertising during the term of this Agreement:

(a) Obtain and pay for listings for Your Franchised Business in the white pages and classified sections (Yellow Pages) of all local telephone directories distributed in the area in which Your Franchised Business is located, as required by Us. If other franchisees are served by the same white pages and classified section, We shall have the right, in Our sole discretion, to require group advertisements and listings therein, to make arrangements directly with the telephone company on Your behalf. In such instances, You agree to pay your proportionate cost for the advertising and listing.

(b) You shall participate in such sales and promotional campaigns and activities as We may direct from time to time; provide such approved promotional material to each customer of the Franchised Business as We may require; and maintain a sufficient supply thereof for that purpose at all times

(c) You shall display all such signs, emblems and logos at the Franchised Business as We may require from time to time.

9.04 <u>Client Grand Opening Advertising</u>

Within One (1) year following the commencement of operation of Your Franchise, unless otherwise agreed to by You and Us, We may assist You in creating a grand opening press release and other time sensitive information for You to use in the opening of Your business.

9.05 <u>Advertising Materials</u>

We may from time to time, develop advertising and sales promotion campaigns, materials and merchandising techniques. If You determine to procure from Us any such advertising materials, then You shall pay Us for any such materials purchased on such terms and at such times as We set forth at the time of offer or sale.

9.06 <u>Telephones</u>

You agree to maintain a business telephone with at least two (2) telephone lines, and to list Your Franchised Business in the business directories (alphabetic directory) principally serving Your Territory, using designs and artwork furnished at no additional charge by Us.

9.07 <u>Web Site</u>

You shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, any Internet home page, e-mail address, Web site, bulletin board, newsgroup or other Internet-related medium) which in any way uses or displays, in whole or part, Our Proprietary Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Our express prior written consent, and then only in such manner and in accordance with this Agreement, such procedures, policies, standards and specifications as We may establish in the Manuals from time to time and only so long as You are not in default of this Agreement or any other Agreement between Us and Our affiliates and You.

Without limiting the generality of the foregoing, You shall not cause, permit or allow the Proprietary Marks, or any of them, or any words, symbols or terms confusingly similar thereto, be used or displayed in whole or part; (a) as, or as a part of, an Internet domain name; (b) as, or as a part of, URL (at any level or address); or (c) on or in connection with any Internet home page, Web site, bulletin board, newsgroup, chat-group, buddy list, instant messenger, meta-tag (or the comparable identifier in any future technology) or other internet-related activity, without Our express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as We may establish in Our Manuals from time to time. You shall not link to or frame Our Web site to any other Web site or authorize any third party to Link to or frame Our Web site.

Additionally, without limiting the generality of the foregoing, You may be instructed by Us to create and maintain an Internet presence for the benefit of Your Franchised Business and the **Preferred Care At Home** system. You may be instructed to obtain a website domain and/or create a website and/or to create or join social network sites or pages or other similar creations or services. You must authorize the transfer to Us of these sites, domains, pages, and services created for the Franchised Business upon termination of the franchise agreement.

X. SITE SELECTION REQUIREMENTS AND ASSISTANCE

10.01 Franchised Location

You shall lease, purchase or secure an acceptable location for the operation of Your Franchise Business. You may operate Your Franchised Business out of your home, provided that doing so will not violate any zoning, building codes or ordinance.

10.02 Location Lease

In the event You decide to operate from a separate location the following provisions shall apply:

(a) Following the written approval by Us of a proposed permanent location for the operation of the Franchised Business, You shall deliver to Us a copy of any lease proposed to be entered into for that location, or any other documents proposed to be executed by You in connection with the lease of such location.

(b) Any and all leases, subleases or other agreements entered into by You to secure the permanent location must, at a minimum, contain provisions in form acceptable to Us which provide that:

1. You shall neither create nor purport to create any obligations on behalf of Us, nor grant or purport to grant to the landlord thereunder any rights against Us, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Franchise Agreement;

2. In the event of expiration or termination of this Agreement (or the lease) for any reason whatsoever, We shall have the option for thirty (30) days to assume, subject to Section 4 below, the obligations of said lease and replace You as the lessee under said lease, and at any time thereafter to re-assign the lease to another franchisee;

3. The lessor (or sublessor) and You will furnish to Us written notice specifying any default and the method of curing any such default under any such lease, and shall allow Us thirty (30) days after receipt thereof to cure such defaults (except that if default is in the nature of non-payment of rent, We shall have fifteen [15] days from receipt of such notice to cure said default) and exercise Our option to succeed to Your interest in such lease;

4. The lessor (or sublessor) and You will accept Us as a substitute tenant under the terms and provisions of the lease upon notice from Us that We are exercising Our option to succeed to the interest of You in such lease;

5. The lessor (or sublessor) and You acknowledge that You and You alone are responsible for all debts, payments and performances due prior to the time that We are given actual possession of the premises pursuant to its rights hereunder;

6. Any such lease, sublease or other rental arrangement must explicitly permit You to display Our standard signage relating to the Franchise;

7. Any lease entered into by You shall provide that it may not be modified or amended without Our prior written consent, and We shall be promptly provided with copies of all such proposed modifications or amendments and, when executed, true and correct copies of such executed modifications or amendments; and

(c) Notwithstanding any of the provisions set forth herein or elsewhere in this Agreement, it shall be the sole responsibility of You to seek and obtain the approval, consent or license of any governmental or quasi-governmental authority required to enable You to lawfully operate the Franchised Business.

10.03 Relocation of The Franchised Business

You shall not relocate Your Franchised Business to another location without Our prior written approval. In connection therewith We may, at Our option, conduct an on-site inspection of the proposed location.

XI. DUTIES OF FRANCHISOR

11.01 Policy and Procedure Manuals

As provided for above, We shall lend and deliver to You one (1) copy of Our Policy and Procedure Manuals in electronic or print format at the official franchise training class.

11.02 Method of Operation

In addition to any other training provided for herein, We shall from time to time furnish to You such information, instructions, techniques, data, instructional materials, forms, and other operational developments pertaining to the offer, sale and administration of the System's programs, Services, and other products and services related thereto, as may be developed by Us from time to time in connection with the operation of the System.

11.03 Training and Supervision

Subsequent to the opening of Your Franchise, We will offer and You will be required to attend and successfully complete an Initial Training Program (the "Initial Training Program") consisting of approximately one (1) week of training for You and one (1) additional person. The initial training program will consist of classroom training at our corporate office or such other location as may be specified by Us and, if We deem it necessary, on-site training at an existing **Preferred Care At Home** Franchise or company-owned location. The costs for transportation, lodging and meals to attend training shall be Your responsibility.

(a) We shall notify You concerning the date of commencement, location and duration of the applicable Initial Training Program, which You will be required to attend and successfully complete.

(b) If You elect to designate a Franchise Manager to assume and discharge the day-to-day management activities and functions for the Franchised Business, then this Franchise Manager must successfully complete the Initial Training Program.

(c) We will impose no additional charge for furnishing Our Initial Training Program to You and one (1) additional person. We will pay no compensation for any services that may be performed incidental to training by trainees enrolled in Our Initial Training Program or any subsequent training. You shall pay all expenses incurred by Your trainees in connection with and during all such training, including, but not limited to, transportation costs, meals, lodging and other living expenses.

(d) We reserve the sole and exclusive right to determine the duration of, and which subjects are to be included, in the curriculum of Our Training Program, and to train any number of individuals from any number of franchisees, whether franchised or otherwise affiliated with Us, at the same time.

(e) We reserve the right to visit You at Your location at any time. When We deem it necessary, We may send one or more representatives who shall provide on site inspection and additional training, consultation and assistance to You and Your staff pertaining to the operation and management of Your Franchise.

(f) Further, during each year thereafter We may at our own discretion dispatch a representative to visit Your Franchised Business to conduct an on-site review of the operations, management, sales activities and physical appearance of Your Franchised Business, and to render consultation in connection therewith. All expenses connected with such visits, scheduled by Us at Our convenience, shall be borne by Us exclusively.

a. Expenses connected to visits requested by You shall be borne by You exclusively.

11.04 <u>Consultation</u>

In addition to the foregoing, following the commencement of operation of Your Franchise, We shall furnish to You certain consultation services which may include the rendering of advice with respect to any or all programs, procedures, guidelines, systems, specifications or techniques pertaining to the operation of Your Franchised Business.

11.05 <u>On-going Training</u>

We may, from time to time, conduct sales, marketing and operations training programs to provide You and Your staff with continued training pertaining to the marketing of the services and the operation of the Franchised Business.

In addition to the foregoing, We may, at Our option, from time-to-time, conduct an annual conference or convention. You shall be required to attend at Your cost and expense these annual conventions, when they are held. We shall determine the duration, curriculum and location of any training provided by Us in Our sole and exclusive discretion. After Your first year, You shall be charged a fee to cover speakers, meals, and activities up to $2,500 per person for the annual convention, which shall be due upon receipt, regardless of attendance. If You do not attend a scheduled convention, you shall be obligated to schedule and attend, at Your cost, a training session at an authorized PCAH corporate location.

11.06 <u>Required Franchise Equipment; Layout</u>

We may furnish You specifications (based upon a diagram of the premises with accurate measurements provided by You in accordance with Our specifications) that may set forth drawings, specifications, and designs, advice and criteria pertaining to the layout, design, telephone system, furnishing, equipping, lighting and traffic flow of a Franchise should this be applicable.

You shall, in all respects, and at Your sole expense (except for work done at landlord's expense) comply with such advice, specifications and criteria unless We shall, in writing, agree to modifications thereof.

11.08 Accounting Systems

The accounting procedures, systems and formats to be utilized by You in the operation of Your Franchised Business shall be administered through the QuickBooks Pro Software and shall be at your own expense to purchase and operate.

11.09 Sources of Supply

Certain products, supplies, equipment, materials and services required for the operation of the Franchised Business must be purchased by You only from suppliers designated or approved in writing by Us, or from suppliers selected by You and approved by Us. We may offer and sell on a non-exclusive basis some or all of such products, services, supplies, equipment and materials. Payments for any products or services purchased from Us (or a subsidiary, affiliate or designee thereof) by You shall be tendered to Us (or Our subsidiary, affiliate or designee).

(a) You may request approval from Us to purchase items from any unapproved supplier, by submitting a request to Us in writing for approval of the proposed supplier.

(b) We may charge You a reasonable, non-refundable fee, not to exceed Five Hundred Dollars ($500) to reimburse Us for costs We incur in determining Our approval.

We shall, at all times during the term of this Agreement, endeavor to maintain a continuing source or sources of supply of those non-proprietary products and services which are required to be procured by You hereunder.

Specifications governing the minimum standards of such independently obtained products or services may from time-to-time be forthcoming from Us and communicated to You in the Manuals.

We (or Our subsidiary, affiliate or designee) may offer and sell to You any and all such non-proprietary products and services at such prices as We (or our subsidiary, affiliate or designee) shall, in Our sole and exclusive discretion, determine. It is expressly understood that We reserve the right to earn a profit from the sale to You of such non-proprietary goods and services. From time to time We may require you to use a specific vendor if we believe doing so would benefit the franchise system as a whole or help build or promote growth of the brand by increasing efficiency and quality of services.

11.10 Franchisor is not a Joint Employer

We may furnish to You templates and specifications pertaining to the management and administrative staffing of Your Franchise, but note that Franchisor neither dictates nor controls labor or employment matters for You or Your employees, and Our advice and recommendation is that You should seek the advice of independent legal counsel to assist them with employment matters related to Your franchised business, particularly regarding the selection, hiring and training of Your staff and/or independent contractors. We are not in any way Joint Employers of Your staff.

11.11 Employees and Independent Contractors

You shall be the sole legal employer of the employees of Your Franchised Business. In the event You utilize independent contractors to provide services on behalf of your Franchise you are required to adhere to the requirements and regulations pertaining to the use of independent contractors as set forth in your state.

11.12 Pricing

We may prepare and produce for You information which applies to retail services and/or products offered and sold by You to Your customers and which will set forth suggested prices, mark-ups and margins that are suggested to apply to such sales. Any such list or schedule of prices, mark-ups or margins shall be a suggestion only, and are not to be construed as mandatory upon You.

11.13 Nature of Obligations

All of the obligations of Us under this Agreement are to You and You alone, and no other party is entitled to rely on, enforce or obtain relief for breach of any such obligations, either directly or by subrogation.

11.14 Unavoidable Delays

Delays in the performance of any duties hereunder which are not the fault or within the reasonable control of Us, including, but not limited to fire, flood, natural disasters, Acts of God, delays in deliveries by common carriers and/or the U. S. Postal Service, governmental acts or orders, late deliveries of goods or furnishing of services by third party vendors, or civil disorders shall not cause a default hereunder, but You shall extend the time of performance for the period of such delay or for such other, longer reasonable period of time as You shall agree to in writing.

11.15 Franchisor Indemnification

We may, during the term of this Agreement, indemnify You and hold You harmless from and against all damages, losses, claims, expenses and costs (including Your legal costs, travel, living expenses and witness fees) for which You are held liable or You incur in the defense of litigation commenced against You as a direct result of Your proper use of the Proprietary Marks in accordance herewith, provided that You have timely notified Us of such litigation or threatened litigation. We shall have the right to participate in and to control such litigation or proceeding (including the right to compromise or settle such litigation or proceeding) to the extent that We deem necessary or advisable, and You shall fully cooperate with Us and execute such documents and do such acts and things which, in Our opinion, may be necessary.

XII. DUTIES OF FRANCHISEE

12.01 Payments to Us

In addition to all other payments provided for herein, You shall pay to Us (or Our subsidiary, affiliate or designee, if any) promptly when due:

(a) The amount of all services or goods furnished by Us to You through sale, lease or otherwise or on account of collection by Us of the Initial Fee, Royalties and Advertising Fees pursuant to this Agreement.

(b) All amounts advanced by Us, or which We have paid, or for which We have become obligated to pay on behalf of You for any reason whatsoever.

(c) All amounts due to Us, or Our subsidiary, affiliate or designee (if any), for products or services purchased by You from Us (or Our subsidiary, affiliate or designee, if any).

12.02 Commencement of Operations

Prior to commencement of operation, You agree to register a limited liability company and execute an addendum with Us to assign Your franchisee obligations to that LLC. You agree and understand that the assignment shall not extinguish any other obligations personally held by You under this Franchise Agreement, including but not limited to the Personal Guaranty under Exhibit “c” and the Non-compete and Confidentiality agreement under Exhibit “D.”

You agree to commence operation of Your Franchised Business within ninety (90) (in our sole and exclusive discretion, agree to a longer period of time) and, as a condition precedent to such commencement of operations, to fulfill all of the pre-opening obligations called for by this Agreement.

You shall be excused from the timely performance of Your obligations under this Section 12.02 only as a result of delays due to causes beyond the reasonable control of You such as strikes, material shortages, fires, terrorist acts, other Acts of God, as well as any setbacks with respect to The Department of Aging and Disability Services licensure process which You could not, by the exercise of due diligence, have avoided.

12.03 Manner of Operation

You understand and hereby acknowledge that every component of the System is vital to Us, to other **Preferred Care At Home** franchisees, and to the operation of the Franchised Business, and that compliance with the System is of the essence to this Agreement. You shall at all times conduct the activities and operations of Your Franchised Business in compliance with the System, including all standards, procedures and policies as We may from time to time establish (in the Manuals or otherwise), as though all were specifically set forth in this Agreement, including but not limited to: (i) quality and uniform services provided to clients, (ii) qualifications, appearance and responsiveness of Your employees and independent contractors, (iii) methods and operating procedures for marketing and providing services to clients and (iv) the use of criminal background checks as set forth in the Operations Manual.

12.04 National Accounts

You shall be obligated to participate in any national account programs that may be established from time to time.

12.05 Computer System

Since the effective and efficient operation of Your Franchised Business includes the use and maintenance of specific computer hardware and software systems as specified by Us, and networking with Our computer systems, at Your discretion You may purchase, use, maintain and upgrade computer and other systems, including software programs which meet Our specifications. These computer systems may only be available through Us and/or Our affiliates or approved suppliers. You may be asked to maintain Your system on-line to provide full, twenty-four (24) hour access for computer systems used by Us and You must promptly update and otherwise change Your computer hardware and software systems as We may require from time to time, at Your expense. You will pay all amounts charged by any supplier or licensor, which may be Us or an affiliate, of the systems and programs used by You, including charges for use, maintenance, support and/or update of hardware and software, should you elect to use said hardware and software. Upon termination or expiration of this Agreement all computer software and database disks and tapes or other magnetic storage media shall be returned to Us.

12.06 Maintenance and Repair

You shall, at all times during the term of this Agreement, and at Your sole expense, maintain the interior and exterior of Your Franchised Business and keep and maintain all equipment, furniture and decorating contained therein and signs in or at the franchised location, and all aspects thereto, in good condition and repair. You will repair, replace, repaint and refurbish same as may be necessary to conform and maintain Your Franchise facility in accordance with Our standards of appearance, quality, layout and design as set forth in the Manuals.

12.07 Modifications To The System

You understand and agree that the System must not remain static, in order that it best serve the interests of both Us, You and the System. Accordingly, You expressly understand and agree that We may from time to time change the components of the System including, but not limited to, altering the programs, services, methods, standards, forms, policies and procedures of the System; adding to, deleting or modifying those services which Your Franchised Business is authorized to offer; and changing, improving or modifying the Proprietary Marks. You expressly agree to abide by any such modifications, changes, additions, deletions and alterations; provided, however, that such changes shall not unreasonably and materially increase Your obligations hereunder.

12.08 Compliance with Laws, Rules and Regulations

You shall operate the Franchised Business in strict compliance with all applicable laws, rules and regulations of all governmental authorities, and shall comply with all applicable wages, hour, labor and other laws and regulations of the federal, state and local governments. You must secure and maintain in force throughout this Agreement's term all required licenses, permits and certificates relating to Franchise's operation and operate the Franchised Business in full compliance with all laws, regulations and ordinances. All caregivers providing services must maintain all required licenses at all times. You shall perform criminal background checks on Your employees and caregivers as set forth in the Operations Manual and as may be required by local and state governments. You must notify Us in writing within five (5) days of: (1) the commencement of any action or suit pertaining to the Franchised Business; (2) issuance of any writ, order, injunction, award or decree of any court, agency or other government agency which might adversely affect the operation of the Franchise; and (3) any notice of violation of any law, ordinance or regulation pertaining to the Franchised Business.

12.09 Your Participation In Operation of the Business

The full time Franchise Manager responsibility shall be shared by the three signees of this agreement or shall have the right to designate alternate Franchise Manager, who shall have day-to-day management responsibility of Your Franchised Business and shall be required to exercise on-premises supervision and to personally participate in the direct operation of the Franchised Business. The definition, duties and scope of responsibilities of the Franchise Manager are set forth in the Manuals. You must inform Us in writing as to the identity of Your Franchise Manager and any successors thereto.

Upon the death, disability or termination of employment of Your designated Franchise Manager, for any cause or reason, You shall immediately notify Us and shall designate a successor or acting Franchise Manager promptly and, in any event, no later than ten (10) business days following the death, disability or termination of the predecessor Franchise Manager. Each such successor Franchise Manager must possess those credentials set forth in the Manuals must successfully complete Our next scheduled Initial Training Program and must attend and successfully complete such other reasonable training at such time as We specify. The failure to so employ and train such a successor or replacement Franchise Manager shall be deemed to constitute a material breach of this Agreement. Each such subsequent Franchise Manager must execute a confidentiality agreement in the form to be provided by Us prior to the commencement of employment in conformity with Section VIII and Section 15.04 hereof.

12.10 Indemnification by Franchisee

You shall, during the term of this Agreement and after the termination or expiration of this Agreement and in addition to Your obligations contained in Article XII hereof, indemnify Us and Our officers, directors, employees and affiliates, and hold Us harmless from and against all losses and expenses for which We are held liable or which We incur as a result of or arising out of a breach of this Agreement, or any other lease, agreement or contract to which We and You are parties, by You, any injury to, or loss of property of, any person in or on the Premises or on any job site, Your taxes, liabilities, costs or expenses of Your business, any negligent or willful act or omission of You, Your employees, agents, servants, contractors or others for whom You are, in law, responsible.

The term “losses and expenses” shall include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys’ fees, experts’ fees, court costs, settlement amounts, judgments, compensation for damages to Our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described. Additionally, this section shall also apply to any and all financial penalties and damages resulting from violations to Our Encroachment Policy by You, Your employees, agents, servants, contractors or others for whom You are, in law, responsible.

We agree to give You notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. At Your expense and Your risk, We may elect to assume (but under no circumstance are obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by Us shall in no manner or form, diminish Your obligation to indemnify Us and to hold Us harmless.

In order to protect persons or property or its reputation or goodwill or the reputation or goodwill of others, We may, at any time and with such notice as We deem appropriate, offer, order, consent or agree to settlements or take such other remedial or corrective actions as We deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation. Such conduct by Us shall not affect Your obligation to indemnify Us.

12.11 Hours of Operation

Your Franchised Business shall be open for business to the public from 9:00 am to 5:00 pm, Monday through Friday. You agree to utilize a call service or such other means, which will enable Your clients to contact You during those hours when Your office is not open. Natural disasters, war, strikes or riots preventing You temporarily from complying with the foregoing shall temporarily suspend Your obligation to comply therewith.

12.12 Best Efforts; Cooperation With Franchisor

You agree to use Your best efforts to exploit, develop and expand the market for the services offered by Your Franchised Business within the Territory, You shall devote Your full-time energy and effort to the development and operation of Your Franchised Business (You may, upon Our prior written consent, be relieved of this duty if You employ a full-time manager to run Your Franchised Business) and shall cooperate with Us in accomplishing the purposes of this Agreement.

12.13 Forms

You shall utilize all forms specified by Us in the conduct of Your Franchised Business. You agree to use only the latest version of any form or system designated as such by Us, in the Manuals or otherwise, and not to permit any unauthorized or obsolete form to be utilized in the course of the operation of Your Franchised Business. All legal documentation subject to state specific law used by You, We recommend You have reviewed by the appropriate local professional at Your expense.

12.14 Corporate Franchisee Records

If You or any assignee of You is a corporation, You and any such assignee shall provide Us with Your Articles of Incorporation and By-Laws and any amendments thereto; a list of officers, directors and shareholders (including number and percentage of shares held) simultaneously with the execution of this Agreement; and You shall promptly notify Us of any change in such documents of the information contained therein.

12.15 Continuing Training of Your Franchise Staff

In order to impart to Your employees the latest procedures, techniques, policies and standards of the System, You shall conduct such in-house meetings, training programs or other programs as are specified by Us in the Manuals or otherwise, utilizing materials provided by Us for such purpose.

12.16 Requirements Regarding, and Restrictions Relating To, Services Offered and Sold By You

You shall offer and sell all the Services, to senior citizens and other individuals, which are a part of the System applicable to the type of franchise granted hereby (as specified in Section 1.01 of this Agreement).

12.17 Insurance

(a) To standardize insurance and to afford You, Us and Our customer's protection against insurable risks, We impose and prescribe minimum standards and limits for certain types of insurance coverage required to be purchased by You. Such standards and limits may be established through the Manuals, and supplements thereto, or by other written notice. At a minimum, We shall require that You purchase at Your sole expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage through licensed and admitted insurance companies:

(b) Comprehensive general liability insurance and umbrella coverage against claims for bodily and personal injury, death, and property damage caused by or occurring in conjunction with the operation of Your Franchised Business, containing minimum liability coverage of at least One Million Dollars ($1,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) aggregate with a deductible of One Thousand Dollars ($1,000) per claim.

(c) General casualty insurance including fire and extended coverage, vandalism, theft, burglary and malicious mischief insurance for the replacement value of the Franchised Business and its contents.

(d) Workers' Compensation or other employer's liability insurance as well as such other insurance as may be required by statute or rule in the state in which Your Franchised Business is located.

(e) Professional liability insurance with a combined single limit of not less than $1,000,000.

(f) Automobile liability insurance for all owned, non-owned and rented automobiles with a single limit coverage of not less than $1,000,000.

(g) Bonding of all caregivers.

We may periodically increase or decrease the amounts of coverage required under Your insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name Us (and, if We so request, the directors, employees or shareholders of Us) as additional insured and must provide Us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy.

(a) Before the expiration of the term of each insurance policy, You must furnish Us with a Certificate of Insurance for each policy to be maintained for the upcoming term, along with evidence of the payment of the premium for each.

(b) If You fail or refuse to maintain insurance coverage's conforming to the standards and limits prescribed by Us, We may (but are not required to) obtain, through agents and insurance companies of Our choosing, such insurance and bonding as is necessary to meet such standards on behalf of You. Payments for such insurance and bonding shall be borne by You. Nothing contained herein shall be construed or deemed to impose any duty or obligation upon Us to obtain or maintain any specific forms, kinds or amounts of insurance and bonding for or on behalf of You.

(c) Nothing contained herein shall be construed or considered an undertaking or representation by Us that such insurance and bonding as may be required to be obtained by You, or by Us for You, will insure You against any or all insurable risks of loss which may or can arise out of or in connection with the operation of Your Franchised Business.

12.18 <u>Inspection</u>

You agree that We, or any of Our authorized agents or representatives, may at any time during normal business hours enter upon the premises of Your Franchised Business for the purpose of examining and inspecting same, including without limitation Your files, records, books, ledgers, tax returns, and other business records, to determine compliance with this Agreement and with Our Manuals, policies, procedures, programs, standards, specifications and techniques. Following such inspections, You agree to incorporate into Your Franchised Business any changes, corrections or modifications required by Us in order to maintain the reasonable standards of quality and uniformity prescribed by Us in Our Manuals or otherwise.

12.19 Discounts or Bonuses

The full cost of any items, products, services, money or other valuable consideration offered as sales or performance incentive rewards by You to customers or employees, except as pertains to the **Preferred Care At Home** Gift Certificate Program, shall be borne by You alone unless We agree in writing beforehand to a different arrangement regarding specific promotions or arrangements.

XIII. RECORDS, AUDITS AND REPORTING REQUIREMENTS

13.01 Financial Statements

(a) No later than thirty (30) days following the end of each calendar quarter during the term of this Agreement, You shall furnish to Us, in a form approved by Us, a statement of the Franchised Business' profit and loss for said quarter and a balance sheet as of the end of said quarter, both certified to be true and correct by You.

(b) No later than forty-five (45) days following the end of each fiscal year of Your franchise during the term of this Agreement, You shall furnish to Us, in a form approved by Us, a statement of the Franchised Business' profit and loss for said fiscal year and a balance sheet as of the end of said fiscal year, prepared on a "review" basis by an independent public accountant and certified to be true and correct by You.

(c) Both categories of the foregoing financial statements must be prepared in accordance with generally accepted accounting principles.

(d) Annually, by the IRS deadline, You and Your guarantors shall furnish to Us Your most recent tax return associated with the entity of Your franchised business.

a. Upon Our written request, You and Your guarantors shall furnish to Us their tax returns for the past three (3) years.

(e) Such other reports, statements, records and other financial information as We may require from time to time, in electronic or hard copy format.

13.02 Financial Records

You shall record all revenues received by You, and shall keep and maintain adequate records thereof in accordance with the specifications set forth in the Manuals. Your failure to maintain the required records shall constitute a material breach of this Agreement and shall subject You to termination pursuant to Section XVII below.

13.03 Audit

You shall keep and preserve various types and classes of records for such retention periods as We set forth in the Manuals or otherwise, including all business, client sales, financial and operating records relating to Your Franchised Business. We shall have the right, at any time, with or without notice, during regular hours to enter Your premises to inspect, audit and make copies of all records and files relating to home care services sold and business transacted by You.

If during the audit it is found that Your financial records are inconsistent with the records we have on file from Your regular submissions through royalty reports and the like, You shall bear the costs related to the additional auditing services that may be required to reconcile the inconsistencies.

XIV. RELATIONSHIP OF THE PARTIES

14.01 Independent Contractor

You understand and agree that under this Franchise Agreement, You are and shall be an independent contractor. No staff employee of Your Franchised Business shall be deemed to be an employee of Us. Nothing in this Franchise Agreement shall be construed so as to create a partnership, joint venture or agency. You shall not, without the prior written approval of Us in each instance, have any power to obligate Us for any expenses, liabilities or other obligations, other than as is specifically provided for in this Agreement. We shall not have the power to hire or fire Your management and administrative staff employees and, except as herein expressly provided, You shall conspicuously identify itself at Your office, and in all dealings with Your clients, contractors, suppliers, public officials and others, as an independent Franchisee of Us, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as We may, in Our sole and exclusive discretion, specify and require from time to time, in Our Manuals or otherwise

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

Additionally, You understand and agree that even as an independent contractor all materials, discoveries, ideas, techniques, inventions and/or improvements related to the Franchised Business whether created by You or on Your behalf must be promptly disclosed to Us and deemed to be Our sole and exclusive property.

XV. COVENANTS NOT TO COMPETE

15.01 In-Term Covenant Not to Compete

During the term of this Agreement, You, and Your officers, shareholders and members, shall not directly or indirectly engage in any other business which offers or sells home care services or engage in any of the activities which this Agreement contemplates will be engaged in by You, or offer to sell any other product or service (or component thereof) which comprises or may in the future comprise a part of the System (or any product or service confusingly similar thereto) either as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, landlord, licensor, or consultant. This section is subject to conditions of 15.05, Exception to Covenant Not to Compete.

You shall require execution of the Non-Compete and Confidentiality Agreement in the form attached hereto as **Exhibit D** or an employees' confidentiality agreement, as is appropriate, setting forth and prohibiting the activities hereby precluded.

15.02 Post-Term Covenant Not to Compete

You and Your officers, shareholders and members agree that for a period of two (2) years immediately following the expiration, non-renewal, transfer, or termination of this Agreement, they will not, within Your Territory or within seventy five (75) miles of any location of any business being operated by Us, any affiliate of Us, or any franchisee or licensee of Us, either directly or indirectly, engage in any business which engages in any of the activities which this Agreement contemplates will be engaged in by You, or offer or sell any other product or service (or component thereof) which comprises or may in the future comprise a part of the System (or any product or service confusingly similar thereto) either as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, landlord, licensor, or consultant. Further, they shall not solicit any employees or customers of Our affiliates or Us. If You are a corporation, You shall cause Your shareholders, directors, officers, and employees to refrain from such activities in any manner, which We may reasonably request (including, without limitation, execution of a shareholders' agreement and employees' non-competition agreement, setting forth and prohibiting the activities hereby precluded). This section is subject to conditions of 15.05, Exception to Covenant Not to Compete.

15.03 Enforcement of Covenants Not To Compete

You acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Us for which no adequate remedy at law may be available. Accordingly, You hereby consent to the entry of an injunction prohibiting any conduct by You in violation of the terms of those covenants not to compete set forth in this Franchise Agreement. You expressly agree that it may conclusively be presumed that any violation of the terms of said covenants not to compete was accomplished by and through Your unlawful utilization of Our confidential information, know-how, methods and procedures. Further, You expressly agree that the existence of any claims You may have against Us, whether or not arising from this Agreement shall not constitute a defense to the enforcement by Us of the covenants not to compete set forth in this

Agreement. You further agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Us in connection with the enforcement of those covenants not to compete set forth in this Agreement. The covenant not to compete may be reasonably reduced geographically or temporally to comply with existing law or changed circumstances.

15.04 Procurement of Additional Covenants

You shall require and obtain the execution of covenants not to compete furnished in the form attached as **Exhibit D** (including covenants applicable upon the termination of a person's relationship with You) from any or all of the following persons: (i) all of Your proprietors, partners, officers, directors and shareholders, if incorporated, and members if you are a limited liability company, who may in any way be active in the Franchised Business, and their respective spouses; (ii) all officers, directors, members, managers, and holders of a beneficial interest of five percent (5%) or more of the capital stock or other equity interest of You and of any corporation or limited liability company directly or indirectly controlling You, if You are a corporation (concurrent with the execution of this Agreement), and their respective spouses; (iii) the general partners and any limited partners (including any corporation which controls, directly or indirectly, any general or limited partner, along with the officers, directors and holders of a beneficial interest of five percent (5%) or more of the capital stock of any such corporation), if You are a partnership (concurrent with the execution of this Agreement), and their respective spouses; and (iv) all of those persons enumerated in the covenants not to compete set forth in this Agreement.

Prior to employment or any promotion, all Managers and other employees of You not listed above, and employed by You who have received or will receive training from Us or from You and all other staff employees of You shall be required to execute the Confidentiality Agreement in the form attached hereto as **Exhibit E**.

15.05 Exception to Covenant Not to Compete

Any home care business that is not disclosed and designated as an exception could be seen as a violation of this section.

XVI. TRANSFER AND SALE OF THE FRANCHISE

16.01 Assignment By Us

We shall have the right to assign this Agreement, and all of Our rights and privileges hereunder, to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Us without notice: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing the obligations of Us hereunder, and (ii) the assignee shall expressly assume and agree to perform such obligations. Upon such assignment, We shall be released from Our obligations hereunder.

16.02 Assignment By You – General

With respect to Your obligations hereunder, this Franchise Agreement is personal, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of You and the trust and confidentiality reposed in You by Us. Therefore, except as hereafter provided, neither Your interest in this Franchise Agreement, nor any of Your rights or privileges thereunder, nor the Franchised Business or any interest therein, may be assigned, sold, transferred, shared, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of Us procured in accordance with the terms and conditions set forth in this Section XVI of this Agreement and/or without first complying with Section 16.05 of this Section XVI pertaining to Our right of first refusal.

Any actual or attempted assignment, transfer or sale of this Agreement, or any interest therein, or of the Franchised Business, made or accomplished in violation of the terms of this Section XVI shall be null and void and shall constitute an incurable breach of this Agreement by You, and this Agreement shall automatically terminate without further notice.

"Assignment" for the purposes of the Agreement includes the transfer individually or in the aggregate in any eighteen-month period of: more than twenty-five percent (25%) of the capital stock or voting power of any corporate franchisee; more than twenty-five percent (25%) partnership interest in a franchisee that does business as a general partnership; more than twenty-five percent (25%) of a general partner's interest in a franchisee that does business as a limited partnership; or more than twenty-five percent (25%) of a membership interest in a franchisee that does business as a limited liability company.

16.03 Assignment By You – Sale To Third Party

You may not sell the franchise conveyed hereby or any interest therein, to a third party without Our prior written consent. Should We not elect to exercise Our right of first refusal, as hereinafter provided, Our consent to such assignment and sale shall not be unreasonably withheld; provided, however, that it shall not be unreasonable for Us to impose, among other requirements, the following conditions precedent to Our consent to any such assignment:

(a) that You shall comply with the Right Of First Refusal provisions set forth in Section 16.05 of this Agreement;

(b) that the proposed assignee shall apply to Us (which shall include a personal interview at Our corporate office) for acceptance as a franchisee;

(c) that the assignee (or the principal officers, shareholders or directors of the assignee, in the case of a corporate assignee) demonstrate that it has the skills, qualifications, ethics, moral values and economic resources necessary in Our judgment, reasonably exercised, to conduct the business contemplated by this Franchise Agreement, and to fulfill its obligations to the assignor;

(d) that the proposed assignee shall have attended and successfully completed Our Initial Training Program prior to the assignment and such other training that We may reasonably require the proposed assignee's attendance, at their own expense;

(e) that as of the date of any such assignment, the assignor and its principals shall have fully complied with all of its obligations to Us and Our affiliates and subsidiaries, both monetary and otherwise, whether under this Franchise Agreement or any other agreement with Us or our affiliates;

(f) the assignee shall have executed, at our option, a separate Franchise Agreement in the form and on the terms and conditions then being offered by Us to prospective franchisees similarly situated (except that the assignee shall not be obligated to pay another Initial Franchise Fee and the term of said separate Franchise Agreement shall expire on the date of expiration of this Agreement);

(g) that the total sales price not be such that, in Our sole determination, it could jeopardize the continued economic viability and future operations of the Franchised Business;

(h) if the proposed assignee is purchasing part, but not all, of an interest of the corporate franchisee to this Agreement, then the proposed purchaser and his spouse or her spouse, if the purchaser is an individual, shall execute a Guaranty in the same form as called for in Section 16.03 of this Agreement and a Non-Compete and Confidentiality Agreement in the same form as that called for in Section 15.04 of this Agreement, if the purchaser is a corporation, the proprietors, partners, and shareholders, if applicable, and their respective spouses shall execute a Non-Compete and Confidentiality Agreement in the same form as that called for in Section 15.04 of this Agreement;

(i) that the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor) execute a general release, in a form satisfactory to Us, of any and all claims, demands and causes of action which You and, as applicable, Your partners, directors, officers, shareholders, executors, administrators and assigns may or might have against Us and Your officers, directors, shareholders and employees in their corporate and individual capacities;

(j) that the assignor pay to Us a transfer fee equal to Twenty Five (25%) Percent of the then current Franchise Fee (or, if we are not then offering franchises, 25% of the last Franchise Fee collected by Us);

a. If assignee is an active and current franchisee of the system, and if they qualify to be in Tier 2 or 3 as described by the continuing Royalty Fee obligation under section 4.02, then the Transfer fee shall be lowered to Ten (10%) Percent of the then current Franchise Fee (or, if we are not then offering franchises, 25% of the last Franchise Fee collected by Us).

(k) if the assignee is a corporation, all of the requirements set forth above under Section 16.03 of this Agreement must be complied with, including the procurement of guarantees executed by shareholders of the assignee;

(l) that the assignor furnish to Us a copy of the executed contract of assignment;

(m) that the assignee, at its expense, upgrade the business premises of the Franchise to conform to the then-current standards and specifications of the System, and shall complete such upgrading within the time reasonably specified by Us; and

(n) that You shall remain liable for all of the obligations to Us arising out of or related to this Agreement prior to the effective date of the transfer or assignment, and shall execute all instruments reasonably requested by Us to evidence such liability.

16.04 Assignment By You – Transfer Upon Death or Incapacity

Upon the death or permanent incapacity of You, demonstrated to Our reasonable satisfaction, Your rights shall pass to Your estate, heirs, legatees, guardians or representatives (as appropriate) (hereinafter collectively referred to as the "Estate"), which Estate may continue the operation of the Franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to Us to serve as Franchise Manager and operate Your Franchised Business on a full-time basis; (ii) said individual attends and successfully completes Our next offered Initial Training Program; and, (iii) said individual assumes full-time operation of the Franchised Business as Franchise Manager within three (3) months of the date you die or become disabled. Failure by the Estate's designated Franchise Manager to attend and satisfactorily complete Our Initial Training Program and to assume the full-time operation of the Franchised Business within three (3) months, or failure by the Estate to alternatively effectuate a sale of Your franchise within three (3) months in accordance with the provisions of Section 16.03 of this Agreement, shall be deemed an incurable breach of this Agreement, and this Agreement may thereafter be terminated immediately upon notice and shall thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which, by their terms, survive expiration or termination).

From the date of death or disability until a fully trained and qualified Franchise Manager assumes full-time operational control of the franchised business, We may, at Our sole option, enter Your business premises and operate the Franchised Business. If Your Franchise is operated from your home and We decide to operate Your Franchised Business We may operate Your Franchised Business from a different location. During such period, We may charge Our expenses for travel, lodging, meals, and all other expenses and fees to Your Franchised Business, plus a management fee equal to the greater of three times the salary paid to the individual(s) assigned by Us to operate the Franchised Business or ten percent (10%) of the Franchise's weekly Gross Sales which shall be in addition to Our royalty. Remaining funds (if any) will then be remitted to Your Estate. Any deficiency in sums due to Us hereunder shall be paid by Your Estate to Us within ten (10) days of Our rendering to the Estate a notice of such deficiency. We shall not be obligated to so operate Your Franchised Business and, if we do, We shall not be responsible for any operational losses of the Franchised Business, nor shall We be obligated to continue operation of the Franchised Business, under the foregoing circumstances.

16.05 Right of First Refusal

The right of You to assign, transfer or sell Your interest in this Franchise Agreement or the franchised business, (voluntarily or by operation of law) as provided above, shall be subject to Our right of first refusal with respect thereto, provided that: (i) We may substitute cash for any form of payment proposed in such offer; (ii) Our credit will be deemed equal to the credit of any proposed purchaser; and (iii) We shall be given not less than sixty (60) days after notifying You of Our election to exercise Your right of first refusal to prepare for closing. Our said right of first refusal shall be exercised in the following manner:

(a) You shall serve Us a written notice setting forth all of the terms and conditions of the proposed assignment or sale, and shall furnish to Us upon request additional information concerning the proposed assignment or sale or assignee.

(b) Within thirty (30) days after Our receipt of such notice (or, if We shall request additional information, within thirty (30) days after receipt of such additional information), We may either consent or withhold Our consent to such assignment, in accordance with this Section, or at Our option, accept the assignment to itself or to its nominee, upon the terms and conditions specified in the notice, however, We shall be entitled to all of the customary representations and warranties given by the seller of assets of a business including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and liabilities of You affecting the assets, contingent or otherwise.

(c) If We shall elect not to exercise Our said right of first refusal and shall consent to such assignment, You shall, subject to the provisions of this Section, be free to assign this Franchise Agreement or the Franchised Business to Your proposed assignee on the terms and conditions specified in said notice. If, however, said terms shall be materially changed, such changed terms shall be deemed a new proposal, and We shall have such right of first refusal with respect thereto.

(d) An election by Us not to exercise Our right of first refusal with regard to any offer shall not affect Our right of first refusal with regard to any subsequent offer made to You.

16.06 No Encumbrance

You shall not have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, the franchise conveyed hereunder, or the Franchised Business in any manner whatsoever without Our prior written permission, which permission may be withheld for any reason whatsoever in Our sole subjective judgment.

XVII. TERMINATION

17.01 Termination By Us Upon Notice – No Opportunity To Cure

(a) You shall be deemed to have breached this Agreement and We may, at Our option, terminate this Agreement and all rights granted under each, without affording You any opportunity to cure the default, effective immediately upon receipt of notice by You (which notice, whether sent by certified mail, registered mail, overnight courier or by physically delivering said notice in person, shall be deemed to have been received by You upon delivery or attempted delivery of such notice to Your Franchise) upon the occurrence of any of the following events:

1. If You become insolvent or You are adjudicated bankrupt or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by You (or any of Your guarantors) or the Franchised Business or against You.

2. If you fail to commence operations of the Franchised Business within ninety (90) days after the execution of Your Franchise Agreement by Us and obtaining all the required licenses and permits mandated by Your state.

3. At any time You cease to operate the Franchised Business, or abandon the franchise by failing to operate the business for five (5) consecutive days during which You are required to operate the business under the terms of this Agreement.

4. You lose the right to possession of the permanent location, however, if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of You, the premises are damaged or destroyed, then You shall have thirty (30) days after either such event in which to apply to Us for approval to relocate and reconstruct the premises in accordance with the applicable provisions of this Agreement, which approval shall not be unreasonably withheld.

5. If You or any of Your owners are convicted of a felony, fraud, or any crime involving moral turpitude.

6. If a threat or danger to public health or safety results from the continued operation of the Franchised Business by You (or Your officers, directors, shareholders or partners).

7. If You purport to transfer any rights or obligations under this Agreement, or any interest in You or the Franchised Business to any third party in violation of the terms of this Agreement.

8. If You (or any principal, partner, officer, shareholder, or director, or their respective spouses, of a corporate or partnership of the franchise) fail to comply with the covenant not to compete set forth in Section XV of this Agreement or the related Non-Compete and Confidentiality Agreement attached as **Exhibit D** and executed of even date herewith during the term of the Franchise Agreement

or fails to obtain the execution of the additional covenants required in Section 15.04 of this Agreement.

9. If You violate those restrictions pertaining to the use of confidential information in violation of this Agreement, or fail to procure execution of additional covenants with regard to such confidential information as required hereunder.

10. If You knowingly maintain false books or records, or submit any false report to Us.

11. If You after curing a default pursuant to Section 17.03 hereof, commit the same act of default again within twelve (12) months of the first act of default.

12. If You conceal revenues; falsify information or otherwise defraud or make false representations to Us.

13. If You offer, sell or display in or at Your Franchised Business any unauthorized services, goods or products.

14. If You refuse Our permission to inspect Your Franchise, books, records, and other documents pursuant to Our right to do so set forth in this Agreement.

15. If You interfere or attempt to interfere with Our contractual relations with other franchisees, clients, employees, bankers, investors, market-makers, advertising agencies or any third parties.

16. If You interfere or attempt to interfere with Our ability or right to franchise or license others to use and employ Our Proprietary Marks and the System.

17.02 Termination by Us – Fifteen Days to Cure

Except as provided above, You shall have fifteen (15) days after Your receipt from Us of a written notice of termination within which to remedy any other default hereunder (or, if the default cannot reasonably be cured within such fifteen (15) days, to initiate within that time all available substantial and continuing action to cure the default), and to provide evidence thereof to Us. If any default is not cured within that time (or, if appropriate, substantial and continuing action to cure the default is not initiated within that time), or such longer period as applicable law may require, this Agreement shall terminate immediately upon expiration of the fifteen-day period or such longer period as applicable law may require. A Notice of Termination transmitted by Us pursuant to this Section shall be delivered in accordance with the terms of Section XXIII of this Agreement, and all such notices, whether sent by certified mail, registered mail, overnight courier or by physically delivering said notice in person, shall be deemed to have been received by You upon delivery or attempted delivery of such notice to Your Franchise. You shall be in default of this Agreement for any failure to comply with any of the requirements imposed upon You by this Agreement, as it may from time to time be reasonably supplemented by the Manuals (and all supplements thereto), or to carry out the terms of this Agreement in good faith, and shall include instances where:

(a) You refuse or neglect promptly to pay when due any monies owing to Us (or Our subsidiaries, affiliates or designees, if any) or to submit the financial and non-financial reports and other information required to be submitted to Us under this Agreement.

(b) You fail to maintain any of the material standards or follow any of the procedures prescribed by Us in this Agreement, the Manuals or other written notice.

(c) You fail, refuse or neglect to obtain Our prior written approval or consent as required by this Agreement.

(d) You engage in any business or market any service or product under a name or mark, which, in Our opinion, is confusingly similar to Our Proprietary Marks.

(e) You fail to pay any obligations to any third parties, which may result in a liability to Us.

(f) You fail to utilize the Proprietary Marks solely in the manner and for the purposes directed by Us.

(g) You fail to maintain the insurance required by this Agreement or to indemnify Us as required hereunder.

(h) You by act or omission, permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief thereof.

17.03 <u>Failure to Cure</u>

Failure to cure any violation within the stated cure period as provided for in this Section XVII shall result in termination of this Agreement upon expiration of the applicable cure period.

17.04 <u>Notice Required By Law</u>

Notwithstanding anything to the contrary contained in this Section XVII, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties to this Agreement shall limit Our right of termination hereunder or shall require longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. We shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

17.05 Termination for Failure to Renew or Pay Renewal Fees

(a) If You do not provide timely notice of Your intent to renew as required under Section 3.04, or if You do not execute the then-current Franchise Agreement within the timeframe prescribed by Us, or if You otherwise fail to comply with the requirements and conditions for renewal described in Section 3.03 or 3.04 of this Agreement, then this Agreement and all rights granted hereunder shall terminate automatically upon expiration of the then-current term.

(b) In addition, if You elect not to pay the applicable Renewal Fee for one or more Additional Territories previously awarded to You, You shall have the right, in Our sole discretion and in accordance with the process described in Section 3.04(f), to relinquish such Additional Territory(ies) to Us. In such case, the Franchise Agreement shall continue in full force and effect for the remaining territory(ies) for which You have paid the applicable Renewal Fee, and You shall execute a territorial amendment or revised Franchise Agreement reflecting the updated Territory.

(c) If You fail to either (i) pay the required Renewal Fee for an Additional Territory or (ii) execute a relinquishment amendment as described above within the prescribed timeframe, then such failure shall constitute a material breach of this Agreement and shall be grounds for termination under Section 17.02 of this Agreement.

(d) Upon such termination or partial relinquishment, You shall immediately cease representing that You are authorized to offer or provide services in the affected territory(ies), and You shall comply with all post-termination obligations described in this Agreement, including, without limitation, ceasing use of Our Proprietary Marks in such territory(ies).

XVIII. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

18.01 In the event of termination or expiration of this Agreement, whether by reason of default, lapse of time or other cause, You will cease to be an authorized **Preferred Care At Home** Franchise franchisee and will lose all right to the use of Our Proprietary Marks, the System, any and all confidential information and know-how owned by Us and any goodwill engendered by the use of Our Proprietary Marks.

18.02 Upon termination or expiration of this Agreement for whatever reason, You shall:

(a) Immediately pay all sums due and owing to Us (and any subsidiary, affiliate or designee thereof).

(b) Immediately pay all sums due and owing by You to any lessor, employees, taxing authorities, advertising agencies and all other third parties.

(c) Discontinue the use of the Proprietary Marks, Web sites, and not thereafter operate or do business under any name or in any manner which might tend to give the general public the impression that You are operating a **Preferred Care at Home** Franchise, or any business similar thereto, and You shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of: Our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials as defined in this Agreement; any telephone number listed in any telephone directory under the name "**Preferred Care At Home**" or any similar designation or directory listing which relates to the franchised business; any and all of the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, product/service specifications, and all other components, specifications and standards which comprise (or in the future may comprise) a part of the System.

(d) Take such action, as may be necessary to cancel any assumed name or equivalent registration, which contains the Proprietary Mark "**Preferred Care At Home**", or any other Proprietary Mark of Ours within fifteen (15) days following termination or expiration of this Agreement. If You fail or refuse to do so, We may, in Your name and on Your behalf, execute any and all documents necessary to cause discontinuance of Your use of the Proprietary Marks, and We are hereby irrevocably appointed by You as Your attorney-in-fact to do so.

(e) In the event of termination of this Agreement for any default by You, to pay to Us all expenses incurred by Us as a result of the default, including all damages, costs, and expenses, including reasonable attorneys' and experts' fees, which obligation shall give rise to and remain, until paid in full, a lien in favor of Us against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by You or the Franchised Business at the time of default and/or against any monies of Yours held or otherwise in the possession of Us.

(f) At Our option, assign to Us any interest, which You have in any lease, sublease, right or entry or easement for the premises of the Franchised Business.

(g) Strictly comply with the post-term covenant not to compete set forth in Section XV of this Agreement.

(h) Immediately deliver to Us all training or other manuals (including the Manuals, and supplements thereto) furnished by Us to You, all computer software and database material, all customer lists, records and files, all advertising contracts, all sales presentations, sales call reports, applicant traffic reports, price lists, applications, job orders, supplies, video or audio tapes, all forms and other materials or property of Ours, and any copies thereof in Your possession which relate to the operation of the Franchised Business, and You shall retain no copy or record of any of the foregoing, except Your copy of this Agreement, any correspondence between the parties and any other documents which You reasonably need for compliance with any provision of law.

(i) Within fifteen (15) days from the date of termination or expiration, arrange with Us for an inventory to be made by Us, at Our cost, of all of the personal property, fixtures, equipment and supplies of Yours, including, without limitation, any and all items bearing the Proprietary Marks, any and all Copyrighted materials, and any and all other properties that are related to the operation of the Franchised Business. We shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from You any or all such items at fair market value. For the purposes of this Agreement, "fair market value" is defined to mean depreciated book value. If the parties cannot agree on a fair market value within a reasonable time, we shall designate an independent appraiser, and such appraiser's determination shall be binding. If We elect to exercise any option to purchase herein provided, We shall have the right to set off all amounts due from You under this Agreement, and the cost of the appraisal, if any, against any payments therefore.

(j) Immediately execute any and all agreements necessary, in Our opinion, to effectuate such termination in a prompt and timely manner.

(k) Cease and desist from the use of the telephone number(s) listed in any telephone directories, online or otherwise, under the name "**Preferred Care At Home**" or any other name confusingly similar thereto or upon demand of We, direct the telephone company servicing the Franchised Business to transfer the telephone numbers utilized by or listed for the Franchised Business in the then-current "Yellow Pages" and "White Pages" of the telephone directory to We, or to such other person at such location as We shall direct. If You shall not promptly so direct the telephone company, You hereby irrevocably appoint Us as Your attorney-in-fact to so direct the telephone company to make such transfers.

(l) Continue to abide by those restrictions pertaining to the use of Our confidential information, trade secrets and know-how set forth in detail in Section VIII of this Agreement.

(m) Upon written notice of Our exercise of Our option to accept assignment of Your lease, immediately take all steps necessary to effectuate the transfer of the lease to Us (or a third party designated by Us) and vacate the premises of the Franchise.

18.03 The expiration or termination of this Agreement shall be without prejudice to the rights of Us against You, and such expiration or termination shall not relieve You of any of Your obligations to Us existing at the time of expiration or termination, or terminate those obligations of Yours which by their nature survive the expiration or termination of this Agreement.

XIX. WAIVER AND DELAY

19.01 No waiver or delay in Our enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver by Us of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by You hereunder shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement. Our acceptance of payments shall not be evidence that We approved any assignment or transfer.

XX. OUR RIGHT TO CURE DEFAULTS

20.01 In addition to all other remedies herein granted, if You shall default in the performance of any of Your obligations, or breach any term or condition of this Agreement, or any related agreement, We may, at Our election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to You, cure such default on Your behalf, and any costs related thereto shall be due and payable by You on demand.

XXI. INTEGRATION OF AGREEMENT

21.01 This Agreement, and all ancillary agreements executed contemporaneously herewith constitute the entire agreement between the parties with reference to the subject matter hereof and supersede all prior negotiations, understandings, representations and agreements, if any. You acknowledge that You are entering into this Agreement, and all ancillary agreements executed contemporaneously herewith as a result of Your own independent investigation of the business franchised hereby and not as a result of any representations about Us by Our agents, officers or employees which are contrary to the terms herein set forth or which are contrary to the terms of any offering circular, prospectus, disclosure document or other similar document required or permitted to be given to You pursuant to applicable law. Notwithstanding the foregoing, nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Us in Our Franchise Disclosure Document.

21.02 This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties thereto. You expressly acknowledge that no oral promises or declarations were made to You and that the obligations of Us are confined exclusively to the terms herein. You understand and assume the business risks inherent in this enterprise.

XXII. NOTICES

22.01 Any notice required or permitted to be given hereunder shall be in writing; shall be served upon the other party personally, by reputable courier that provides proof of delivery, or by certified mail, return receipt requested, postage prepaid; and, shall be effective on the date that delivery thereof is first attempted. Any notice to Us shall be addressed to Us at:

Help At Home Franchise Service, L.L.C.
414 Clinch Ave Knoxville, TN 37902
Attention: Frank V. Guerrieri

22.02 Any notice to You shall be addressed to You at:

Either party to this Agreement may, in writing, upon ten (10) days notice, inform the other of a new or changed address to which notices hereunder should be sent.

XXIII. MISCELLANEOUS

23.01 Construction and Interpretation

(a) The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. You, Your principals, officers, directors, members, shareholders and affiliates hereby submit to the exclusive jurisdiction of the State and Federal Courts situated in Knoxville, Tennessee with respect to any dispute, claim, cause of action or the like arising from or out of this Agreement (or any related Agreement, arrangement or understanding) as if he, she, it or they were residents of the State of Tennessee for purposes of service of process. You further agree that venue in any action; suit, proceeding and the like arising from or out of this Agreement (or any related agreement, arrangement or understanding) shall be exclusively laid in Knoxville, Tennessee (as modified by the California State Addendum for California statutory claims).

(b) The titles and subtitles of the various Sections of this Agreement are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

(c) The language in all parts of this Agreement shall in all cases be construed simply according to its fair and plain meaning and not strictly for or against You or Us.

(d) It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning, which renders it valid.

(e) Since the words "We" and "You" herein may be applicable to one or more parties, the singular shall include the plural, and the masculine shall include the feminine and neuter. If there shall be more than one party or person referred to as You hereunder, then their obligations and liabilities hereunder shall be joint and several.

23.02 Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be modified to the extent necessary to bring it within the requirements of the law. If any court of appropriate jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, said court may declare a reasonable modification hereof and this Agreement shall be valid and enforceable, and the parties hereto agree to be bound by and perform the same, as thus modified.

If any provision, specification, standard, reimbursement or payment method, operating procedure or similar matter set forth in this Agreement, or otherwise applicable to the operation of the franchise granted hereby, is held to be unreasonable or unenforceable and such holding(s) fundamentally alter the nature and operation of the franchise granted hereby, We shall have the right at Our sole option to terminate this Agreement on the ground of such commercial impracticality without further liability or responsibility to You, provided, however, that We shall exercise such right in good faith and only in such jurisdiction(s) in which such impracticability in performance or operation exists.

23.03 Mediation and Arbitration; Equitable Relief

(a) Mediation and Arbitration.

i. In connection with any dispute arising under this Agreement, before any arbitration proceeding takes place, either party may, at its option, submit the controversy or claim to nonbinding mediation before CPR in accordance with its national franchise mediation program. If CPR is unable to conduct the mediation, the controversy or claim may be submitted to the American Arbitration Association or any other mutually agreeable mediator. In the event of any such mediation, both parties must execute a confidentiality agreement reasonably satisfactory to Us. Once the controversy or claim is submitted to mediation, the obligation to attend mediation is binding on both parties. Each party bears its own costs with respect to the mediation. The fee for the mediation, however, will be split equally.

ii. Subject to Section 23.03(a)(i) and the provisions set forth in Section 23.03(b), any controversy or claim relating to this Agreement—including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise voidable or void—must be submitted to arbitration before the American Arbitration Association (or any other mutually agreeable arbitration association) in accordance with its commercial arbitration rules.

iii. The provisions of this Section must be construed as independent of any other covenant or provision of this Agreement. But if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court must modify or interpret such provisions to the minimum extent necessary to have them comply with the law. Notwithstanding any provision of this Agreement relating to the state laws by and under which this Agreement must be governed and construed, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Agreement must be governed by the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal common law of arbitration.

iv. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. Such judgment is binding, final, and non-appealable. To the fullest extent permitted by law, We and You (and their respective owners) waive any right to, or claim for, any punitive or exemplary damages against the other. In the event of a dispute between We and You, each is limited to recovering the actual damages it sustains.

v. Before any arbitration proceeding takes place, if either party so elects, You or We may have the arbitrator conduct, in a separate proceeding before the actual arbitration, a preliminary hearing, at which testimony and other evidence may be presented and briefs may be submitted (including a brief setting forth the then-applicable statutory or common-law methods of measuring damages in respect of the controversy or claim being arbitrated).

vi. This arbitration provision is self-executing and remains in full force and effect after the expiration or sooner termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, notwithstanding such failure to appear, an award may be entered against such party by default or otherwise.

vii. Mediation and/or arbitration must take place in Knoxville, Tennessee.

viii. Mediation or arbitration between You and Us must be of the Ours and Your individual claims. None of the Your claims may be mediated or arbitrated on a class-wide basis.

(b) Exceptions to Mediation and Arbitration; Equitable Relief.

i. Notwithstanding anything in this Agreement to the contrary, the obligation to mediate or arbitrate is not binding upon Us, and We need not mediate or arbitrate any of the following matters:

A. claims relating to the Proprietary Marks, inclusive of phone numbers, URLs, and other symbols of Us;

B. claims relating to any lease or sublease of real property between the parties or their related entities;

C. claims relating to Your obligations upon termination or expiration of this Agreement;

D. claims relating to any transfer of an interest in You, the Franchise or its assets, or this Agreement restricted under this Agreement;

E. claims relating to actions that may impair the goodwill associated with the Proprietary Marks;

F. matters involving danger, health, or safety involving You, Your employees or customers, or the public; or

G. requests for restraining orders, injunctions, or other procedures to obtain specific performance in a court of competent jurisdiction when such court considers the restraining order, injunction, or specific performance necessary to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties by mediation or arbitration.

ii. The Franchise is intended to be one of a large number of businesses identified by the

Proprietary Marks selling the public the products and services associated with the Proprietary Marks. Consequently, a single franchisee's failure to comply with the terms of its franchise agreement is likely to cause irreparable damage to Us, and damages at law would, therefore, be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of any of the terms of the Agreement by You concerning any matters referenced in Subsection 23.03, We may seek an injunction restraining such breach and/or a decree of specific performance (together with recovery of reasonable attorneys' fees and costs incurred in obtaining such equitable relief). We may do so without demonstrating or proving any actual damage. The foregoing equitable remedies are in addition to all other rights or remedies to which We may otherwise be entitled because of any breach of this Agreement by You. We may seek such relief without posting any bond or security. But if a court of competent jurisdiction, nevertheless, requires a bond, a bond in the sum of $100 is sufficient. Notwithstanding anything in this Agreement to the contrary, We may seek injunctive relief in any jurisdiction that has jurisdiction over You.

XXIV. COSTS OF ENFORCEMENT

24.01 We shall be entitled to recover from You reasonable attorneys' fees, experts' fees, costs of investigation, court or arbitration costs and all other expenses of litigation in any action or arbitration instituted against You in order to secure or protect those rights inuring to Us under this Agreement, or to enforce the terms thereof.

XXV. LIABILITY OF MULTIPLE OWNERS -- PERSONAL GUARANTEES

25.01 If You consist of more than one person, each proprietor, member, partner or shareholder of You shall be jointly and severally liable for performing the duties and obligations assumed by You hereunder as guarantors of payment and performance.

25.02 Each proprietor, member, partner, officer, director and/or shareholder (as the case may be) of You agrees to be bound by all of the terms and conditions of this Franchise Agreement, and does hereby agree to perform all of the duties and obligations required of You, and does hereby personally guarantee all of Your obligations set forth in this Agreement, and all other agreements between Us and You, including the covenants against competition and the covenants to preserve the confidentiality of sensitive business information.

25.03 Each proprietor, member, partner, and/or shareholder (as the case may be) of You agrees to execute a Personal Guaranty and Confidentiality Agreement in the forms found at **Exhibits C** and **D** hereto to secure the duties and obligations assumed by You hereunder. Nothing in this or any related agreement is intended to disclaim the representations We made in the franchise disclosure document that we furnished to You.

XXVI. SURVIVAL

26.01 Any provision of this Agreement, which imposes an obligation following the termination or expiration hereof shall survive such termination or expiration and shall continue to be binding upon the parties hereto.

XXVII. ACKNOWLEDGEMENTS

27.01 You acknowledge, warrant and represent to Us that:

(a) No representation has been made by Us (or any employee, agent or salesperson thereof) and relied upon by You as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the Franchised Business, or any other **Preferred Care At Home** Franchise other than the information provided in Item 19, if applicable, to Our Franchise Disclosure Document.

(b) Prior to the execution of this Agreement, You have had the opportunity to contact all of Our existing franchisees.

(c) You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement utilizing the services of counsel, accountants or other advisors.

(d) No representation or statement has been made by Us (or any employee, agent or salesperson thereof) and relied upon by You regarding the anticipated income, earnings and growth of the franchise, or the viability of the business opportunity being offered hereunder.

(e) We have certain rights reserved to Us to own and operate other businesses; to franchise other business Franchises; and, to otherwise use the System, Proprietary Marks, know-how, techniques and procedures, all as expressly set forth in this Agreement.

(f) You has received from Us a copy of Our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise, at least fourteen (14) calendar days prior to the execution of this Agreement or at least ten (14) calendar days prior to the payment by You to Us of any consideration in connection with the sale or proposed sale of the franchise granted hereby.

(g) No representation or statement has been made by Us (or any employee, agent or salesperson thereof) and relied upon by You regarding Your ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered hereby.

(h) You have been advised to consult with Your own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby, and the prospects for that business. You have either consulted with such advisors or have deliberately declined to do so.

(i) The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on You, since You have other considerable skills, experience and education which afford You the opportunity to derive income from other endeavors.

(j) You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), We are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, You represent and warrant to Us that as of the date of this Agreement, neither You nor any person holding any ownership interest in You, controlled by You, or under common control with You is designated under the Order as a person with whom business may not be transacted by Us, and that You (1) do not, and hereafter shall not, engage in any terrorist activity; (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

XXVIII. SUBMISSION OF AGREEMENT

28.01 The submission of this Agreement does not constitute an offer. This Agreement shall become effective only upon the execution hereof by You and Us. The date of execution by Us shall be considered the date of execution. THIS AGREEMENT SHALL NOT BE BINDING ON US UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

(signatures on following page)

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND HEREBY ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF.

Dated: ______________________	Dated: ______________________
By: ______________________ Franchisee Name	By: ______________________ Franchisee Name
______________________	______________________
	WE: **Help At Home Franchise Service, L.L.C.** **its Manager** ______________________ Franchisor Name Frank V. Guerrieri

EXHIBIT "A"

FRANCHISE TERRITORY

The _______ Franchise Territories shall be located in the State of _____. These territories shall be located in the geographic and zip code data sheets attached herein. The official name of the territories shall be Preferred Care at Home of ____________.

The terms of the purchase of these territories are as follows:

1. Territories are priced at: $
2. Should you fail to adhere to the financial or other obligations set forth under this Agreement with regard to either or both territories, you shall be expected to follow all the obligations as prescribed under section XVIII of this Agreement as it pertains to those territories.

I agree with the territory description and terms outlined in this exhibit:

Dated: ______________________________

By: ______________________________
Franchisee Name

____

Dated: ______________________________

By: ______________________________
Franchisee Name

____

WE: **Help At Home Franchise Service, L.L.C.**
By its Manager

____
Franchisor Name
Frank V. Guerrieri

EXHIBIT "B"
ASSIGNMENT OF TELEPHONE NUMBERS

EXHIBIT "B"

ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAINS

For value received, the undersigned (hereinafter "You") hereby irrevocably assigns the telephone number and listing stated below to Help At Home Franchise Service, L.L.C. upon the following terms and conditions:

1. This assignment is made pursuant to the terms of a certain Franchise Agreement between Help At Home Franchise Service, L.L.C. and You which in part pertains to the telephone numbers and listing used by You in the operation of the business licensed by that Agreement.

2. You shall retain the limited conditional right to use the telephone numbers and listing solely for the operation of the business licensed by that Agreement for so long as that Franchise Agreement remains in effect, but upon expiration or termination of that Agreement for any reason whatsoever, this limited conditional right to the use of the telephone numbers and listing by the You shall automatically expire and terminate without further notice.

3. The telephone numbers and listings which are the subject of this assignment shall be those listed on Your Preferhome.com website, together with any other numbers used or which may be used in the future by You in that business.

4. This assignment is freely transferable by Help At Home Franchise Service, L.L.C. to any other person. This assignment inures to the benefit of all parties who lawfully succeed to the rights or take the place of Help At Home Franchise Service, L.L.C.

5. This assignment is made pursuant to the terms of a certain Franchise Agreement between Help At Home Franchise Service, L.L.C. and You which in part pertains to the Domain(s) obtained and website(s) created by You in the operation of the business licensed by that Agreement.

6. You shall retain the limited conditional right to use the Domain(s) obtained and website(s) created solely for the operation of the business licensed by that Agreement for so long as that Franchise Agreement remains in effect, but upon expiration or termination of that Agreement for any reason whatsoever, this limited conditional right to the use of Domain(s) obtained and website(s) created for Your franchised business shall automatically expire and terminate without further notice.

(signatures on following page)

This conditional assignment is dated:

HELP AT HOME FRANCHISE SERVICE, L.L.C.
By its Manager

By: ______________________________
Frank V. Guerrieri

By: ______________________________
Franchisee Name

By: ______________________________
Franchisee Name

EXHIBIT “C”

PERSONAL GUARANTY

EXHIBIT “C”

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of ___________, 20__, by________________. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “Agreement”) on this date by Help At Home Franchise Service, L.L.C., the undersigned (“Guarantor”) personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality and arbitration requirements.

The undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; and (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment of performance of the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement.

The undersigned waives all rights to payments and claims for reimbursement or subrogation, which the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty.

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

GUARANTOR

Dated: ______________________________ ______________________________

By: ______________________________ By: ______________________________

Franchisee Name Franchisee Name

______________________________ ______________________________

WE: **Help At Home Franchise Service, L.L.C.**
By:

____

Franchisor Name

Frank V. Guerrieri

EXHIBIT "D"

NON COMPETE AND CONFIDENTIALITY AGREEMENT

EXHIBIT "D"

NON-COMPETE AND CONFIDENTIALITY AGREEMENT

NON-COMPETE AND CONFIDENTIALITY AGREEMENT (the "Agreement"), made this ________ day of June, 20__ by and between, __________________ and its principles who are a resident of the state of ______ ("Covenanter"), and **Help At Home Franchise Service, L.L.C.**, a limited liability company, with offices at 414 Clinch Ave Knoxville, TN 37902 (the "Company"). All capitalized terms used but not otherwise defined in this Agreement shall have the same meaning ascribed to them in the Franchise Agreement.

W I T N E S S E T H:

WHEREAS, the Company is entering into a Franchise Agreement dated as of even date herewith (the "Franchise Agreement"). The Covenanter is an officer, director, shareholder, employee or agent of the Franchisee under the Franchise Agreement. Covenanter anticipates helping the Franchisee operate a business for the provision of home care services to the general public (the "Business"). Covenanter anticipates having access to or using confidential information, trade secrets and other assets (collectively, "Protected Assets') of the Company, and the Company is unwilling to allow Covenanter access to the Business unless Covenanter agrees to protect such Protected Assets; and

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and set forth in the Franchise Agreement, the parties hereto hereby consent and agree as follows:

1. Non-Solicitations; Non-Compete.
    a. During the term of the Franchise Agreement, including any Additional Terms of the Franchise Agreement as defined therein, Covenanter will not, either directly or indirectly, engage in any other business which offers or sells home care services or engages in any of the activities which the Franchise Agreement contemplates will be engaged in by Franchisee, or offer to sell any other product or service (or component thereof) which comprises or may in the future comprise a part of the System (or any product or service confusingly similar thereto) either as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, landlord, licensor, or consultant. Covenanter shall not divert any business of the Business to any other entity; nor shall Covenanter solicit any employees or customers of the Company or its

affiliates or any other franchisees of the Company (except as required in connection with Franchisee performing its duties under the Franchise Agreement).

b. Covenanter agrees that for a period of two (2) years immediately following the expiration, non-renewal, transfer, or termination of the Franchise Agreement or Covenanter's employment by the Franchisee, Covenanter will not, within Franchisee's Territory or within seventy five (75) miles of any office location of any business providing home care services to the general public operated by the Company, any affiliate of the Company or any franchisee or licensee of the Company, either directly or indirectly, engage in any business which offers or sells home care services of any nature whatsoever, or engages in any of the activities which the Franchise Agreement contemplates will be engaged in by Franchisee, or offer or sell any other product or service (or component thereof) which comprises or may in the future comprise a part of the System (or any product or service confusingly similar thereto) either as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, landlord, licensor, or consultant. Covenanter shall not divert any business of the Business to any other entity, nor shall Covenanter, during said two (2) year time period, directly or indirectly, solicit any employees or customers of the Company or its affiliates. After the expiration, transfer, non-renewal or termination of the Franchise Agreement, any such site developed by Covenanter after the expiration, non-renewal, transfer, or termination of the Franchise Agreement or Covenanter's employment by Franchisee, shall not, in any manner, indicate that Covenanter was associated with the Company.

c. Covenanter agrees that upon termination, expiration, transfer or non-renewal of the Franchise Agreement, Covenanter will discontinue use of the Proprietary Marks, as those Proprietary Marks may, from time to time, be modified by the Company, and not thereafter operate or do business under any name or in any manner which might tend to give the general public the impression that s/he is operating a PREFERRED CARE AT HOME Franchise, or any business similar thereto, and Covenanter shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of: Franchisor's Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials as defined in the Franchise Agreement and this Agreement; any telephone number listed in the telephone directory under the name PREFERRED CARE AT HOME or any similar designation or directory listing which relates to the Business; any and all of the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, product/service specifications, and all other components, specifications and standards which comprise (or in the future may comprise) a part of the System.

d. Covenanter acknowledges that violation of the covenants contained in this Agreement and in Section 15 of the Franchise Agreement would result in immediate and irreparable injury to the Company for which no adequate remedy at law may be available. Accordingly, Covenanter hereby consents to the entry of an injunction prohibiting any conduct by Covenanter in violation of the terms of the covenants set forth in this Agreement and in Section 15 of the Franchise Agreement. Covenanter expressly agrees that it may conclusively be presumed that any violation of the terms of said covenants was accomplished by and through Covenanter's unlawful utilization of the Company's confidential information, know-how, methods and procedures. In the event of a lawsuit, the prevailing party shall be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Agreement, subject to Section 24.01.

2. Confidential Material.

Covenanter acknowledges and agrees that confidential information of the Company has been and will be imparted to the Covenanter, which if disclosed or improperly used by the Covenanter will result in harm to the Company. For the purposes of this Agreement, "Confidential Information" shall mean all confidential information, knowledge or know-how concerning the systems of operation; services; products; procedures; policies; standards; techniques; criteria; employees; employee lists; candidates for employment; applicants for employment (including applications and resumes); records pertaining to orders, clients, or billing; job orders; time sheets; recruitment advertising "pseudonyms"; or, customers of the Franchise or the System which may be obtained by or furnished, disclosed or disseminated to the Covenanter, or obtained, assembled or compiled by the Covenanter or under his or her supervision during the term of the Franchise Agreement, and all physical embodiments of the foregoing, all of which are hereby agreed to be the property of and confidential to the Company, but Confidential Information shall not include any of the foregoing to the extent the same is or becomes publicly known through no fault or breach of this Agreement by the Covenanter.

At all times, the Covenanter shall not, at any time or for any reason, remove or cause to be removed from the premises of the Business any Confidential Information or other material whatsoever, belonging to the Company for purposes other than for use in connection with authorized activities the Covenanter performs for the Company, which information shall, in such event, be immediately returned to the Company.

The Covenanter agrees that s/he shall not, at any time, disclose, except as required by law, or make available any Confidential Information to any person whatsoever, nor make or cause to be made, or permit or allow, either on his/her own behalf or on behalf of others, any use of such Confidential Information on behalf of the Franchisee other than in the proper performance of the Covenanter's responsibilities under the Franchise Agreement.

3. Application of Restrictive Covenants to Other Persons.

The Covenanter agrees that s/he shall cause the shareholders, partners, members, proprietors, directors, officers and employees of Franchisee, if applicable, and any other persons acting on his/her behalf or pursuant to his/her authorization, to abide by and comply with the covenants and agreements set forth herein and shall cause such persons to refrain from such activities in any manner which the Company may reasonably request (including, without limitation, execution of a shareholders' agreement and employees' non-competition agreement, setting forth and prohibiting the activities hereby precluded). Covenanter further agrees that any breach of such covenants and agreements by such shareholders, directors, officers and employees of Franchisee, if applicable, and any other persons acting on behalf of the Covenanter or pursuant to the Covenanter's authorization, shall constitute a breach by the Covenanter and shall entitle the Company to the rights and remedies set forth herein as if the breaching person were a party hereto.

4. Modification.

No change, modification or extension of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition be so binding, unless such change, modification, extension or waiver is in writing and signed by the parties hereto.

5. Governing Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Tennessee without regard to any conflicts of law principles.

6. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with reference to the subject matter and supersedes any and all prior negotiations, understandings, representations, agreements or correspondence among and between the parties with respect to such subject matter, if any.

7. Severability.

Each provision of this Agreement is intended to be severable from each other provision, and any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If the scope of any restriction contained in this Agreement is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law and each party agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

8. Assignment.

The Company shall have the right to assign this Agreement to its successors or assigns. The terms "successors" and "assigns" shall include any person, corporation, partnership or other entity that acquires all or substantially all of Company's assets or all of its equity, or with which the Company merges or consolidates. The rights, duties, interests, obligations and benefits to the Covenanter hereunder are personal, and no such right, duty, interest, obligation or benefit may be assigned or delegated by the Covenanter without the prior written consent of the Company.

9. Binding Effect.

This Agreement shall be binding upon the parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs and assigns, and shall remain in effect notwithstanding any modification of the Franchise Agreement, and may not be modified or terminated by either party unless such modification or termination is in writing and signed by the party against whom enforcement of such modification or termination is sought.

10. Waiver of Breach.

No waiver or delay in the Company's enforcement of its rights and/or remedies granted hereunder against any breach of any term, covenant, or condition of this Agreement shall be construed as a waiver by the Company of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement.

11. Acknowledgment Regarding Counsel.

The parties to this Agreement acknowledge that they have had the opportunity to seek counsel to review this Agreement and to obtain the advice of such counsel relating thereto.

12. Counterparts.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Jurisdiction.

The Covenanter hereby submits to the exclusive jurisdiction of the State and Federal Courts situated in Knoxville, Tennessee with respect to any dispute, claim, cause of action or the like arising from or out of this Agreement (or any related agreement, arrangement or understanding) as if s/he were a resident of the State of Tennessee for purposes of service of process, and Covenanter further agrees that venue in any action, suit, proceeding and the like arising from or out of this Agreement (or any related agreement, arrangement, or understanding) shall be exclusively laid in the sate and federal courts situated in Knoxville, Tennessee.

14. If more than one (1) person has executed this Agreement, the term "Covenanter" as used herein, shall refer to each such person, and the liability of each Covenanter hereunder shall be joint and several and primary.

15. Nothing herein shall prevent Covenanter from working for another franchisee of the Company. Covenanter affirmatively represents that no immediate family member owns, is employed by, or has a direct or indirect relationship advisory or ownership interest in a competitor of the Franchisee.

(signatures on following page)

Intending to be legally bound, we have executed this document effective the date written above.

HELP AT HOME FRANCHISE SERVICE, L.L.C.
By:

By: ______________________________
Franchisor:
Frank V. Guerrieri

COVENATOR

By: ______________________________
Franchisee**:**
____

By: ______________________________
Franchisee**:**
____

EXHIBIT "E"

CONFIDENTIALITY AGREEMENT FOR EMPLOYEES OF FRANCHISEE

EXHIBIT "E"

CONFIDENTIALITY AGREEMENT FOR EMPLOYEES OF FRANCHISEE

CONFIDENTIALITY, NON-SOLICITATION and NON-COMPETE AGREEMENT (the "Agreement"), made this _________ day of __________ **20__** by and among ____________________, whose principal place of business is ____________________________ ("Employer") and ______________ (" Employee"), an individual residing at ________________________. Employee acknowledges and agrees that Employer is an independently owned and operated franchisee of Help At Home Franchise Service, L.L.C. ("Franchisor"). In consideration of the employment of Employee by Employer, and in further consideration of the promises and commitments contained in this Agreement, Employee and Employer agree to be bound by this Agreement as follows:

1. Confidentiality, Non- Solicitation and Non-Compete

(a) During the term of employment by the Employer, Employee will not, either directly or indirectly, engage in any other business which offers or sells home care services (the "Services") Employee shall not divert any business of the Employer to any other entity; nor shall Employee solicit any employees or customers of the Employer, Franchisor, or their affiliates (except as required in connection with Employee performing his duties).

(b) Employee agrees that upon Employee termination, Employee shall not disclose for any purpose, directly or indirectly, any of: Employer's or Franchisor's Confidential Information, trade secrets, training methods, procedures, forms, techniques, marketing materials, know-how or materials and all of the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, product/service specifications, and all other components, specifications and standards which comprise a part of Employer's business.

(c) Employee acknowledges that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to the Employer and Franchisor for which no adequate remedy at law may be available. Accordingly, Employee hereby consents to the entry of an injunction prohibiting any conduct by Employee in violation of the terms of the covenants set forth in this Agreement. Employee expressly agrees that it may conclusively be presumed that any violation of the terms of said covenants was accomplished by and through

Employee's unlawful utilization of the Employer's and/or Franchisor's confidential information, know-how, methods and procedures. In the event of a lawsuit, the prevailing party shall be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Agreement, subject to Section 24.01.

2. Confidential Material.

Employee acknowledges and agrees that confidential information of the Employer and Franchisor has been and will be imparted to the Employee, which if disclosed or improperly used by the Employee will result in harm to the Employer and Franchisor. For the purposes of this Agreement, "Confidential Information" shall mean all confidential information, knowledge or know-how concerning the systems of operation; services; products; procedures; policies; standards; techniques; criteria; employees; employee lists; candidates for employment; applicants for employment (including applications and resumes); records pertaining to orders, clients, or billing; job orders; time sheets; recruitment advertising "pseudonyms"; or, customers of the Franchise or the Franchisor's System which may be obtained by or furnished, disclosed or disseminated to the Employee, or obtained, assembled or compiled by the Employee or under his or her supervision during the term of employment , and all physical embodiments of the foregoing, all of which are hereby agreed to be the property of and confidential to the Employer and Franchisor, but Confidential Information shall not include any of the foregoing to the extent the same is or becomes publicly known through no fault or breach of this Agreement by the Employee.

At all times, the Employee shall not, at any time or for any reason, remove or cause to be removed from the premises of the Employer any Confidential Information or other material whatsoever, belonging to the Employer for purposes other than for use in connection with authorized activities the Employee performs for the Employer, which information shall, in such event, be immediately returned to the Employer.

The Employee agrees that Employee shall not, at any time, disclose, except as required by law, or make available any Confidential Information to any person whatsoever, nor make or cause to be made, or permit or allow, either on his/her own behalf or on behalf of others, any use of such Confidential Information on behalf of the Employer or Franchisor other than in the proper performance of the Employee's responsibilities.

3. Modification.

No change, modification or extension of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition be so binding, unless such change, modification, extension or waiver is in writing and signed by the parties hereto.

4. Governing Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Tennessee without regard to any conflicts of law principles.

5. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with reference to the subject matter and supersedes any and all prior negotiations, understandings, representations, agreements or correspondence among and between the parties with respect to such subject matter, if any.

6. Severability.

Each provision of this Agreement is intended to be severable from each other provision, and any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If the scope of any restriction contained in this Agreement is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law and each party agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

7. Assignment.

The Employer shall have the right to assign this Agreement to its successors or assigns. The terms "successors" and "assigns" shall include any person, corporation, partnership or other entity that acquires all or substantially all of Employer's assets or all of its equity, or with which the Employer merges or consolidates. The rights, duties, interests, obligations and benefits to the Employee hereunder are personal, and no such right, duty, interest, obligation or benefit may be assigned or delegated by the Employee without the prior written consent of the Employer.

8. Binding Effect.

This Agreement shall be binding upon the parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs and assigns, and may not be modified or terminated by either party unless such modification or termination is in writing and signed by the party against whom enforcement of such modification or termination is sought.

9. Waiver of Breach.

No waiver or delay in the Employer's enforcement of its rights and/or remedies granted hereunder against any breach of any term, covenant, or condition of this Agreement shall be construed as a waiver by the Employer of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement.

10. Third Party Beneficiary. The parties acknowledge and agree that Franchisor is a third party beneficiary of this Agreement and has the independent right to enforce this Agreement as if an original party hereto.

Intending to be legally bound, we have executed this document effective the date written above.

EMPLOYER

By: ______________________________

EMPLOYEE

By: ______________________________

Title
: ______________________________

EXHIBIT C

Manuals
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VOLUME TWO - STARTING YOUR HOME CARE BUSINESS

VOLUME THREE - OPERATING YOUR HOME CARE BUSINESS

VOLUME FOUR - CAREGIVER MANUAL

The Caregiver Handbook

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EXHIBIT D

Part one:
AUDITED
FINANCIALS

HELP AT HOME FRANCHISE SERVICE, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 AND 2021

HELP AT HOME FRANCHISE SERVICE, LLC
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 AND 2021

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BAS PARTNERS
Certified Public Accountants

15800 Pines Blvd. Suite 3002
Pembroke Pines, FL 33027
Telephone: 954-362-5195
Fax: 954-430-8776

Independent Auditors' Report

To the Board of Directors and Members
Help at Home Franchise Service, LLC
Delray Beach, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Help at Home Franchise Service, LLC, which comprise the balance sheet as of December 31, 2023, 2022 and 2021, and the related statements of operation and stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Help at Home Franchise Service, LLC as of December 31, 2023, 2022 and 2021, and the results of its operations and its cashflow for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 Help at Home Franchise Service, LLC 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 Financial Statements

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

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

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15800 Pines Blvd. Suite 3002
Pembroke Pines, FL 33027
Telephone: 954-362-5195
Fax: 954-430-8776

BAS PARTNERS
Certified Public Accountants

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

BAS Partners LLC

Pembroke Pines, Florida
July 17, 2025

HELP AT HOME FRANCHISE SERVICE LLC.
BALANCE SHEET
DECEMBER 31, 2023, 2022 AND 2021

ASSETS	2023	2022	2021
Current Assets			
Cash and cash equivalents	$ 200,304	$ 34,556	$ 146,551
Accounts receivable	-	-	93,184
Total Current Assets	200,304	34,556	239,735
Property and Equipment			
Furniture and equipment	314,839	49,833	49,833
Leasehold improvements	48,150	48,150	48,150
Motor vehicle	52,041	52,041	52,041
Less accumulated depreciation	(206,542)	(119,720)	(109,377)
Net Property and Equipment	208,488	30,304	40,647
Operating lease - right of use asset	4,384,831	1,429,709	-
Other Assets	4,500	4,500	4,500
Total Assets	**$ 4,798,123**	**$ 1,499,069**	**$ 284,882**
LIABILITIES AND OWNER EQUITY			
Current Liabilities			
Accounts payable	$ 25,912	$ 19,839	$ 3,000
Other liabilities	5,000	5,000	151,551
Deferred revenues	129,814	129,814	129,815
Operating lease liabilities - short term	635,426	237,070	-
Total Current Liabilities	796,152	391,723	284,366
Long Term Liabilities			
Deferred revenues - Long Term	651,381	781,195	911,010
Operating lease liabilities - long term	3,749,404	1,192,639	-
Total Liabilities	5,196,938	2,365,557	1,195,376
Owner Equity			
Retained earnings	(398,815)	(866,488)	(910,494)
Total stockholder's equity	(398,815)	(866,488)	(910,494)
Total owner equity	(395,815)	(866,488)	(910,494)
Total Liabilities and Owner Equity	**$ 4,798,123**	**$ 1,499,069**	**$ 284,882**

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

HELP AT HOME FRANCHISE SERVICE LLC.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
Income			
Royalty and franchise sales	$ 2,961,665	$ 2,926,139	$1,908,692
Other	-	-	-
Total income	2,961,665	2,926,139	1,908,692
Cost of Sales	359,068	377,099	240,021
Gross Profit	2,602,597	2,549,040	1,668,671
Operating Expenses			
Salaries, wages and benefits	903,596	786,264	710,632
Contract labor	-	-	1,988
Administrative expense	258,066	455,109	244,477
Auto expense	6,820	21,485	10,387
Professional fees	37,862	4,320	4,320
Depreciation	86,822	10,342	10,342
Occupancy	666,080	361,571	292,636
Repairs and maintenance	39,089	45,876	45,347
Utilities	34,926	11,016	30,623
Other operating expense	51,176	260,031	877
Total Operating Expenses	2,084,437	1,956,014	1,351,629
Other (Income) Expense			
Interest expense	-	-	-
Other income	-	(351)	(357)
Total Other (Income) Expense	-	(351)	(357)
Income before income taxes	518,160	593,377	317,399
Income tax	-	-	-
Net income	**$ 518,160**	**$ 593,377**	**$ 317,399**

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

HELP AT HOME FRANCHISE SERVICE LLC.
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 AND 2021

Cash Flows from Operating Activities:	**2023**	**2022**	**2021**
Net Income	$ 518,160	593,377	$ 317,399
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of property and equipment	86,822	10,342	10,342
(Increase) decrease in operating assets:			
Accounts receivables	-	93,184	34,966
Increase (decrease) in:			
Accounts payable and accrued liabilities	6,072	16,839	-
Deferred revenues	(129,813)	(129,815)	12,957
Other liabilities	-	(146,551)	23,402
Net Cash Provided by (used for) Operating Activities	481,241	437,376	399,066
Cash Flows from Investing Activities:			
Purchase of fixed asset	(265,006)	-	(6,100)
Net Cash Used in Investing Activities	(265,006)	-	(6,100)
Cash Flows from Financing Activities:			
Contributions	979	-	-
Distributions	(51,466)	(549,371)	(252,101)
Net Cash Used in Financing Activities	(50,487)	(549,371)	(252,101)
Change in Cash and Cash Equivalents	165,748	(111,995)	140,865
Cash - Beginning of Year	34,556	146,551	5,686
Cash - End of Year	**$ 200,304**	**$ 34,556**	**$ 146,551**

The accompanying notes are an integral part of these financial statements

HELP AT HOME FRANCHISE SERVICE LLC.
STATEMENTS OF CHANGES IN
MEMBERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 AND 2021

	Retained Earnings	Total
Balance, December 31, 2020	$ (975,792)	$ (975,792)
Net Income	317,399	317,399
Distributions	(252,101)	(252,101)
Balance, December 31, 2021	(910,494)	(910,494)
Net Income	593,377	593,377
Distributions	(549,371)	(549,371)
Balance, December 31, 2022	(866,488)	(866,488)
Net Income	518,160	518,160
Contributions	979	979
Distributions	(48,466)	(48,466)
Balance, December 31, 2023	**$ (395,815)**	**$ (395,815)**

The accompanying notes are an integral part of these financial statements

Note 1 - Summary of Significant Accounting Policies

Nature of Operations. Help at Home Franchise Service LLC (the Company) is a Florida Limited Liability Corporation established in 2013. The Company aims to make a difference in the lives of seniors by providing services that enable them to stay in their homes happily and safely.

Basis of Accounting – The Company's financial statements presented are prepared in accordance with the accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents – For purposes of the financial statements, The Company considers all assets with a maturity of three months or less to be cash equivalents.

Trade Accounts Receivable - All services are provided under contract or upon issuance of the fully executed agreement. The Company does not maintain an allowance for doubtful accounts.

Use of Estimates - The preparation of financial statements in conformity with the Generally Accepted Accounting Principles (GAAP) which requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation – Property and equipment are stated at cost. Depreciation is computed using the accelerated cost recovery and modified cost recovery methods allowable under the Internal Revenue Code. The recovery periods being used are 5 and 7 years for furniture, fixtures and equipment and 39 years for non-residential real estate.

Income Taxes – The Company has elected to be treated as a Limited Liability Corporation (LLC) for the purposes of reporting income taxes. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements since the Company's members are required to report the results of the Company's operations on their personal income tax returns. The Company believes that is has support for any tax position taken, and as such, do not have any uncertain tax positions that are material to the financial statements.

With few exceptions, the Company is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2021.

Revenue Recognition– The Company has adopted Financial Accounting Standards Board (FASB), Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* on January 1, 2021. The standard allows entities to recognize revenue to reflect the transfer of goods and services to customers in an amount equal to the consideration the entity receives or expects to receive. The adoption of the standard did not have a material effect on the financials.

Note 1 - Summary of Significant Accounting Policies (Continued)

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, Leases) to increase transparency and comparability among Companies by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases exceeding a year. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the standard effective January 1, 2022 and recognized and measured leases existing at, or entered into after, January 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available.

The Company elected the available practical expedients to account for the existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

As a result of the adoption of the new lease accounting guidance, the Company recognized on January 1, 2022 (beginning of the year of adoption) a lease liability of $1,471,500 for 2022 and $4,513,000 which represents the present value of the remaining operating lease payments of $1,471,500 for 2022 and $4,513,000 for 2023, discounted using a risk-free rate of 2.84%, and a right-of-use asset of $1,429,709 for 2022 and $4,384,831, which represents the operating lease liability of $1,429,709 for 2022 and $4,384,831.

Note 2 – Fair Value Measurements

The Company reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- Level 1. Quoted prices for identical assets or liabilities in active markets to which the Company has access at measurement date.

- Level 2. Inputs other than quoted prices included in level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:

I. quoted prices for similar assets or liabilities in active markets;

II. quoted prices for identical or similar assets in markets that are not active;

III. observable inputs other than quoted prices for asset or liability (for example, interest rates and yield curves); and

IV. inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3. Unobservable inputs for asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available. When available the Company measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value. The primary use of fair value measures in the Company's financial statements is the initial measurement of cash and cash equivalents and accounts receivables.

Note 3 – Accounts Receivable

Accounts Receivable consists of royalties due from franchisees. As of December 31, 2023, 2022 and 2021, accounts receivable was $0, $0 and $93,184, respectively.

Note 4 – Accounts Payable and Accrued Expenses

Other liabilities at 2023, 2022 and 2021 was $5,000, $5,000 and $151,551, respectively represents deposits from franchisees at the time of franchise agreement.

Note 5 - Property and Equipment

The composition of property and equipment, as of December 31, 2023, 2022 and 2021 is as follows:

Description	2023	2022	2021
Vehicles	$ 52,041	$ 52,041	$ 52,041
Lease improvements	48,150	48,150	48,150
Furniture, fixtures and equipment	314,839	49,833	49,833
Total	415,030	150,024	150,024
Accumulated depreciation	(206,542)	(119,720)	(109,377)
Property and equipment, net	**$ 208,488**	**$ 30,304**	**$ 40,647**

Depreciation expense for each of the year ended December 31, 2023, 2022 and 2021 was approximately $86,822, $10,343 and $10,343 respectively.

Note 7 - Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments. The Company places its temporary cash investments with financial institutions and limits the amount of credit exposure to any one financial institution. During the year ended December 31, 2023, 2022 and 2021, temporary cash investments periodically exceeded the F.D.I.C. insured limit. However, management feels that it is not exposed to any significant credit risk on its cash and cash equivalents at year end.

Note 8 – Rental and Lease Information

The Company leases certain office space and equipment. Rent expense for the years ended December 31, 2023, 2022 and 2021, amounted to $666,080, $361,571 and $292,636, respectively.

Note 8 – Rental and Lease Information (Continued)

The following table provides supplemental balance sheet classification information related to leases:

	Operating Leases December 31, 2023	Operating Leases December 31, 2022	Operating Leases December 31, 2021
ASSETS			
Lease assets	$ 4,384,831	$ 1,429,709	$ -
LIABILITIES			
Current portion of operating lease liabilities	$ 635,426	$ 237,070	$ -
Noncurrent operating lease liabilities	3,749,404	1,192,639	-
	$ 4,384,831	$ 1,429,709	$ -

The following table provides the components of lease cost

	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Operating lease costs	$ 666,080	$ 361,571	$ 292,636

Note 8 – Rental and Lease Information (Continued)

Maturities of lease liabilities are listed below. Amounts in the table include options to extend lease terms that are reasonably certain of being exercised:

Fiscal Year	**Operating Leases**
2024	$ 654,000
2025	694,000
2026	715,000
2027	790,000
2028	610,000
Thereafter	1,050,000
Total lease payments	$ 4,513,000
Less amount representing interest	128,169
Present value of operating lease liabilities	**$ 4,384,831**

The following table provides the weighted-average lease term and discount rate for leases:

	December 31, 2023
Weighted-average remaining lease term (years)	8.10
Weighted-average discount rate	2.84%

Note 9 – Litigation and Other Matters

The healthcare industry is subject to numerous laws, ordinances and regulations enacted or issued by federal, state and local governments. Compliance with these laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

Management is not aware of any other asserted and unasserted legal claims and regulatory matters arising in the normal course of business. At December 31, 2023, there were no other claims that management feels would have a material effect on the Company's financial position.

Note 10 - Subsequent Events

The Company did not have any other subsequent events through July 17, 2025, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended December 31, 2023.

End of Report

Part Two:
UNAUDITED 2024 - Q3 2025
FINANCIALS

Balance Sheet

Help at Home Franchise Service, LLC

As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	**$21,706.69**
Accounts Receivable	**$226,722.08**
Other Current Assets	**$205,083.91**
Total for Current Assets	**$453,512.68**
Fixed Assets	**$40,647.34**
Other Assets	**$4,500.00**
Total for Assets	**$498,660.02**
Liabilities and Equity	
Liabilities	
Current Liabilities	**-$111,091.67**
Long-term Liabilities	**$144,783.00**
Total for Liabilities	**$33,691.33**
Equity	**$464,968.69**
Total for Liabilities and Equity	**$498,660.02**

Balance Sheet

Help at Home Franchise Service, LLC

As of August 26, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	**$465,916.55**
Accounts Receivable	**$221,783.76**
Other Current Assets	**$30.00**
Total for Current Assets	**$687,730.31**
Fixed Assets	**$40,647.34**
Other Assets	**$4,500.00**
Total for Assets	**$732,877.65**
Liabilities and Equity	
Liabilities	
Current Liabilities	**-$154,251.92**
Long-term Liabilities	**$144,783.00**
Total for Liabilities	**-$9,468.92**
Equity	**$742,346.57**
Total for Liabilities and Equity	**$732,877.65**

Accrual Basis Tuesday, August 26, 2025 12:22 PM GMTZ

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Profit and Loss

Help at Home Franchise Service, LLC

January 1-August 26, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
AD FUND	67,500.00
BAS (Business Automation Software)	3,764.72
CONVENTION FEE	3,450.00
FRANCHISE SALES	75,201.54
PASS THROUGH VENDORS	**$19,592.89**
ROYALTY	1,839,410.44
SPONSORSHIP (Annual conference)	64,000.00
STORE	-265.60
Total for Income	**$2,072,653.99**
Cost of Goods Sold	
Cost of Goods Sold	864.95
SALES	**$4,216.85**
SUPPORT	**$47,509.65**
Total for Cost of Goods Sold	**$52,591.45**
Gross Profit	**$2,020,062.54**
Expenses	
Advertising/Promotional	13,168.84
AD WORDS	1,867.37
AUTO	**$56,260.84**
Bad Debts	302.40
BANK FEES	-364.76
CONTRIBUTIONS	7,721.20
Home care pulse	8,690.51
New office down payment	25,000.00
OFFICE	0
Conferences & webinars for office staff	**$13,657.40**
Drinks and snacks, Paper goods and cleaning supplies	4,293.08
Entertainment	24.06
Holiday parties and celebrations	2,900.00
Insurance	1,493.32
Lease or Rent	20,244.00
Meals	24,551.66
Office software & subscriptions	**$26,514.64**
Renovation	30,106.68
Second location	82.86
Supplies & Materials	47,686.32
Total for OFFICE	**$171,554.02**
Other Business Expenses	4,298.43
Parking	2,125.00

Profit and Loss

Help at Home Franchise Service, LLC

January 1-August 26, 2025

DISTRIBUTION ACCOUNT	TOTAL
PAYROLL	**$831,320.98**
PROFESSIONAL FEES	**$10,109.50**
Purchases	768.78
QuickBooks Payments Fees	284.19
Rent - Historic First Avenue LLC	94,500.00
REPAIR/MAINTENACE	**$60,110.28**
SECOND HEADQUARTERS LOCATIONS	0
Rent or Lease of Buildings	73,700.00
Repair & Maintenance	1,341.52
Supplies & Materials	363.03
Taxes Paid/ INsurance	278.82
Travel expenses	1,977.92
Utilities	4,132.56
Total for SECOND HEADQUARTERS LOCATIONS	**$81,793.85**
Ticketmaster	14,043.13
Uncategorized Expense	5,883.10
UTILITIES	**$33,793.35**
Total for Expenses	**$1,423,231.01**
Net Operating Income	**$596,831.53**
Other Income	
Other Expenses	**$114,479.04**
Net Other Income	**-$114,479.04**
Net Income	**$482,352.49**

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P&L 2024

Help at Home Franchise Service, LLC

January-December, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
AD FUND	113,935.18
BAS (Business Automation Software)	11,455.00
CONVENTION FEE	34,800.00
FRANCHISE SALES	696,593.40
PASS THROUGH VENDORS	**$15,520.60**
ROYALTY	2,495,368.50
SPONSORSHIP (Annual conference)	43,579.20
STORE	1,728.45
Stripe	210.05
Total for Income	**$3,413,190.38**
Cost of Goods Sold	
SALES	**$27,983.72**
SUPPORT	0
AD FUND/Support	**$27,580.20**
ONGOING SUPPORT	**$157,674.93**
Total for SUPPORT	**$185,255.13**
Total for Cost of Goods Sold	**$213,238.85**
Gross Profit	**$3,199,951.53**
Expenses	
Advertising/Promotional	16,594.20
AUTO	**$38,001.73**
Bad Debts	-180.00
BANK FEES	-1,648.21
Bank Fraud - Stolen Visa	1,348.71
CONTRIBUTIONS	3,657.22
Education	39.99
Expansion	5,500.00
Home care pulse	37,742.12
New office down payment	100,000.00
OFFICE	0
Conferences & webinars for office staff	**$8,794.51**
Drinks and snacks, Paper goods and cleaning supplies	5,873.96
Entertainment	4,807.74
Holiday parties and celebrations	4,242.11
Meals	38,844.15
Office software & subscriptions	**$57,463.08**
Printiful	915.30
Renovation	12,400.00

P&L 2024

Help at Home Franchise Service, LLC

January-December, 2024

DISTRIBUTION ACCOUNT	TOTAL
Supplies & Materials	27,851.96
Total for OFFICE	**$161,192.81**
PAYROLL	**$1,353,757.77**
PROFESSIONAL FEES	0
Brand License Fees	5,000.00
Legal & Professional Fees	20,975.57
Taxes & Licenses	2,383.45
Total for PROFESSIONAL FEES	**$28,359.02**
QuickBooks Payments Fees	213.82
Relocation to Knoxville	359.00
Rent - Historic First Avenue LLC	169,817.95
REPAIR/MAINTENACE	**$32,933.98**
SECOND HEADQUARTERS LOCATIONS	**$276,325.47**
Uncategorized Expense	4,617.85
UTILITIES	**$35,723.41**
Total for Expenses	**$2,264,356.84**
Net Operating Income	**$935,594.69**
Other Income	
Other Expenses	**$308,200.46**
Net Other Income	**-$308,200.46**
Net Income	**$627,394.23**

Help at Home Franchise Service, LLC

Statement of Cash Flows

January - December 2024

	TOTAL
OPERATING ACTIVITIES	
Net Income	627,394.23
Adjustments to reconcile Net Income to Net Cash provided by operations:	**-65,979.69**
Net cash provided by operating activities	**$561,414.54**
FINANCING ACTIVITIES	**$ -534,927.70**
NET CASH INCREASE FOR PERIOD	**$26,486.84**
Cash at beginning of period	200,273.76
CASH AT END OF PERIOD	**$226,760.60**

Help at Home Franchise Service, LLC

Statement of Cash Flows

January 1 - August 26, 2025

	TOTAL
OPERATING ACTIVITIES	
Net Income	482,352.49
Adjustments to reconcile Net Income to Net Cash provided by operations:	**-38,221.93**
Net cash provided by operating activities	**$444,130.56**
FINANCING ACTIVITIES	**$ -204,982.60**
NET CASH INCREASE FOR PERIOD	**$239,147.96**
Cash at beginning of period	226,760.60
CASH AT END OF PERIOD	**$465,908.56**

EXHIBIT E

CURRENT FRANCHISEES

EXHIBIT "E" TO FRANCHISE DISCLOSURE DOCUMENT

Franchise Owners List

Location	Territory Name	Owners Names	Email
AK- Alaska	Preferred Care at Home of Alaska	Lynetta Hagel-Grant	LynettaH@preferhome.com
AL- Greater Huntsville	Preferred Care at Home of Greater Huntsville	Scott & Tina Risley	Huntsville@preferhome.com ScottR@preferhome.com TinaR@preferhome.com
AL- South Alabama	Preferred Care at Home of South Alabama	MarQueitta & Mareio Lawson	SouthAL@preferhome.com
AZ- Phoenix / East Valley	Preferred Care at Home of Phoenix / East Valley	Jordana & Dan Masserman	EastValley@preferhome.com Jordana@preferhome.com Dan@preferhome.com
AZ- Southeast Valley	Preferred Care at Home of Southeast Valley	Joshua & Leann Cork James & Laura Cork	SEValley@preferhome.com
AZ- Tucson	Preferred Care at Home of Tucson	Jordana & Dan Masserman	TucsonInfo@preferhome.com Tucson@preferhome.com Jordana@preferhome.com Dan@preferhome.com
CA-Central Coastal San Diego	Preferred Care at Home of Central Coastal San Diego	Toni Petruzzo	SD@preferhome.com
CA-Greater Beverly Hills	Preferred Care at Home of Greater Beverly Hills	Jasmine Martin	JMartin@preferhome.com
CA- Thousand Oaks (Transfer)	Preferred Care at Home of Thousand Oaks	Haseeb Iqbal, Rizwana Zareen, Ahr	ThousandOaks@preferhome.com
CO-Colorado Springs	Preferred Care at Home of Colorado Springs	Wesley & Stephanie Bauer	stephanielynn@preferhome.com
CO- Fort Collins, Loveland, & Windsor	Preferred Care at Home of Fort Collins, Loveland, and Windsor	Christine McNail and Lori Starck	Larimer@preferhome.com ChrisM@preferhome.com Loristarck@preferhome.com
CT- Central Fairfiled	Preferred Care at Home of Central Fairfield	Christine & Rick Geller	CTCares@preferhome.com CTBilling@preferhome.com
FL- Boca Delray and NPB	Preferred Care at Home of Boca Delray and NPB	Amy Weiss, Kim West, Holly Weiss	AmyW@preferhome.com KimW@preferhome.com HollyW@preferhome.com
FL- Brevard	Preferred Care at Home of Brevard	Fred & Karla Gushue Taylor & Lindsay Gushue	Brevard@preferhome.com
FL- Cape Coral and Fort Myers	Preferred Care at Home of Cape Coral and Fort Myers	Stacy and Robert Adams	Love@preferhome.com
FL- Central Pasco and North Pinellas	Preferred Care at Home of Central Pasco and North Pinellas	Genesis Armani	GenesisA@preferhome.com
FL- Coastal Volusia	Preferred Care at Home of Coastal Volusia	Doug & Suzette Gondera	CV@preferhome.com
FL- Coral Springs	Preferred Care at Home of Coral Springs	Sara Hoza, Isaac & Val Hoza	CoralSprings@preferhome.com

FL- Fort Lauderdale	Preferred Care at Home of Fort Lauderdale	Sara Hoza, Isaac & Val Hoza	FTL@preferhome.com
FL- Indian River and St. Lucie	Preferred Care at Home of Indian River and St.Lucie	Mallory & Burton Collins	Vero@preferhome.com
FL- Miami Beach	Preferred Care at Home of Miami Beach	David Peterson	Miamibeach@preferhome.com
FL- Naples	Preferred Care at Home of Naples	Alison Holmes	Naples@preferhome.com
FL- Deerfield and Pompano	Preferred Care at Home of Deerfield and Pompano	David Petterson	NorthBroward@preferhome.com
FL- Hernando	Preferred Care at Home of Hernando	Adam Leroux, Ashley Grohl	Hernando@preferhome.com
FL-North Tampa	Preferred Care at Home of North Tampa	Amarilis (Emily) Suarez	NorthTampa@PreferHome.com
FL- Northeast Orlando	Preferred Care at Home of Northeast Orlando	Robin Wilkie-Naylor	RobinN@preferhome.com
FL- The Villages	Preferred Care at Home of The Villages	Scott and Tina Risley	
FL- Sarasota (Transfer)	Preferred Care at Home of Sarasota	Amy Weiss, Kim West, Holly Weiss	Sarasota@preferhome.com, AmyW@preferhome.com, KimW@preferhome.com, HollyW@preferhome.com
FL- South Broward	Preferred Care at Home of South Broward	Geoffrey & Christine de Sousa	SouthBroward@preferhome.com
FL- South Miami	Preferred Care at Home of South Miami	Ricky Greene Natalie Caldwell	SouthMiami@preferhome.com
FL- South Tampa	Preferred Care at Home of South Tampa	Jared & Melissa Gotcher	SouthTampa@preferhome.com
FL- West Palm Beach	Preferred Care at Home of West Palm Beach	Jack Naranjo Rosenzweig Amy Thomas	wpb@preferhome.com jackr@preferhome.com amyt@preferhome.com
FL- Weston	Preferred Care at Home of Weston	Justin and Lauren Young	weston@preferhome.com
MA- MetroWest Boston	Preferred Care at Home of MetroWest Boston	Brent Auslander	metrowest@preferhome.com brent.auslander@gmail.com
MI-Macomb, Grosse Pointe and Eastern Oakland	Preferred Care at Home of Macomb, Grosse Pointe and Eastern Oakland	Bob Mlynarek, Jason Groth, Mike E	MikeB@preferhome.com JasonG@preferhome.com BobM@preferhome.com
MO- Greater Kansas City Missouri	Preferred Care at Home of Greater Kansas City Missouri	Joe Passantino	KCmetro@preferhome.com
NC- Cary	Preferred Care at Home of Cary	María "Alejandra" Calderon Ruth Amtdoreich Bendayan	Cary@preferhome.com
NC- Charlotte South	Preferred Care at Home of Charlotte South	Hugo & Lina Canedo Isaac & Val Hoza	CharlotteS@preferhome.com

NJ- Central New Jersey	Preferred Care at Home of Central New Jersey	Kathleen Naugle Pamela Serpe Samantha Morris	CentralNJ@preferhome.com KathyN@preferhome.com PamelaS@preferhome.com SamanthaM@preferhome.com kn80793@gmail.com Pamela.Serpe2020@gmail.com SamAshleyMorris@gmail.com
NJ- Bergen County West	Preferred Care at Home of Bergen County West	Darren Klein Michael E Klein	Bergen@preferhome.com
NJ- Monmouth and Ocean County	Preferred Care at Home of Monmouth and Ocean County	Karyn Jarzyk & Amanda Gjonbalaj & Antonio Serrano Jr	Monmouthocean@preferhome.com
NJ - East Middlesex and Central Union	Preferred Care at Home of East Middlesex and Central Union County	Dina Finkelstein	EastMSNJ@preferhome.com
NJ- Northeast New Jersey	Preferred Care at Home of Northeast New Jersey	Erica St Jean & Gideon St Jean	NENJ@preferhome.com
NJ-Northwest Jersey	Preferred Care at Home of Northwest New Jersey	George & Jill Malanga	Malanga@preferhome.com
NJ-Princeton, Somerset and Flemington	Preferred Care at Home of Princeton, Somerset and Fleming	Jeanette & Edwin Cruz	EdwinC@preferhome.com JeannetteC@preferhome.com
NY-Westchester and Putnam	Preferred Care at Home of Westchester and Putnam	Jordana & Dan Masserman	NYInfo@preferhome.com Jordana@preferhome.com Dan@preferhome.com
PA- York	Preferred Care at Home of York County	Ekamma Inyang	yorkpa@preferhome.com
TN-East Tennessee	Preferred Care at Home of East Tennessee	Ryan Siddons, David Vick	Ryan.Siddons@preferhome.com David.Vick@preferhome.com
TN-North Nashville, Sumner and East Wilson	Preferred Care at Home of North Nashville, Sumner and East Wilson	Richard Patterson, Quin Christensc	RichardP@preferhome.com QuinC@preferhome.com
TN- Clarkesville	Preferred Care at Home of Clarksville	Richard Patterson, Quin Christenson	
TN-South Nashville, Rutherford, Wilson and Williamson	Preferred Care At Home of South Nashville, Rutherford, Wilson and Williamson	Susan Bishop	SusanB@preferhome.com
TX- San Antonio North	Preferred Care at Home of San Antonio North	Jacob & Katelyn Paulson	SANorth@preferhome.com
TX- North Austin, Georgetown and Williamson County	Preferred Care at Home of North Austin and Williamson County	Argie & Abe Martinez	ArgieM@preferhome.com
VA-Virgina Beach	Preferred Care at Home of Virginia Beach	Deck Hankins, Kristina Hankins	Deckh@preferhome.com KristinaH@preferhome.com
VT- Champlain Valley	Preferred Care at Home of Champlain Valley	Cormac Walsh	Champ@preferhome.com

EXHIBIT F

FORMER FRANCHISEES

LIST OF FORMER FRANCHISEES

Listed below are the names, city, state and telephone numbers of every U.S. Franchisee who has had a franchise terminated, cancelled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement within the most recently completed fiscal year; or who has not communicated with Preferred Care at Home within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system.

Florida

Perry Davis
Preferred Care at Home of West Volusia
Voluntarily Closed
04/06/2024
386-320-2467

Tony Nyugen
Preferred Care at Home of West Orlando
Voluntarily Closed
2/1/2025
407-489-2360

Vanessa Wilson
Preferred Care at Home of The Villages
Voluntarily Closed
11/29/2024
301-642-4403

Georgia

Blake and Grayson Pierce
Preferred Care at Home of Fayette
Voluntarily Closed
05/16/2023

Ohio

Chris and Carol Myers
Preferred Care at Home of Lima

Voluntarily Closed
09/10/2024
858-750-8702

Pennsylvania

Don and Amy Kulikowski
Preferred Care at Home of Pittsburg
Voluntarily Closed
04/01/2024
412-758-2610

Sharon Ahearn
Preferred Care at Home of Wyoming Valley
Voluntarily Closed
07/31/2025
570-947-5346

Louisiana

Scott Green and Robert Smith
Preferred Care at Home of NWLA
Voluntarily Closed
8/11/2023
issnwla@gmail.com

Michigan

Jonelle Foote
Preferred Care at Home of Oakland
Voluntarily Closed
7/21/2023
jonelle.foote@gmail.com

Gary Knox
Preferred Care at Home of Lansing
Voluntarily Closed
5/1/2025
517-614-2880

Texas

Bryan & Beatriz Avila
Preferred Care at Home of East Houston
Voluntarily Closed
3/2/2023
estradabeatriz12@gmail.com

Exhibit G

California Addendum

The registration of this franchise with the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Department. Any questions regarding this offering may be directed to:

Department of Financial Protection and Innovation, Franchise Law Section
2101 Arena Blvd, Sacramento, CA 95834
Phone: (866) 275-2677 | Email: franchises@dfpi.ca.gov
Website: https://dfpi.ca.gov/franchise-investments/

California State Addendum

Preamble and Control.

This California State Addendum ("Addendum") modifies the Franchise Disclosure Document ("FDD") and the Franchise Agreement (and any related agreements, riders, and acknowledgments/Questionnaires) solely for offers and sales in, to, or from California and for franchises located or to be located in California. If there is any conflict between this Addendum and any other provision of the FDD or agreements, this Addendum controls for California transactions.

Registration Effectiveness; Financial Condition Disclosure.

The franchisor's California franchise registration is effective only through **April 20, 2026**, unless renewed or otherwise extended by the Department. The franchisor must file a renewal application prior to expiration, including updated audited financial statements as required by the Department.

In connection with the franchisor's audited financial statements for the fiscal year ended December 31, 2023, and as a condition of registration under the California Franchise Investment Law, the franchisor has elected to **postpone collection of the initial franchise fee for California franchisees until completion of all pre-opening**

obligations required under the Franchise Agreement, the Operations Manual, and applicable law. Such pre-opening obligations include, without limitation, issuance of the required California home care license authorizing operation of the franchised business, completion of required initial training, procurement of required insurance, and satisfaction of other material pre-opening requirements necessary to commence operations. The initial franchise fee shall not be deemed paid or earned until such pre-opening obligations are completed and payment is remitted in accordance with the Franchise Agreement.

Non-Waiver of California Law (CFIL; CFRA).

Nothing in the FDD, Franchise Agreement, or any exhibit, rider, acknowledgment, or Questionnaire will waive or require waiver of any right under California law, including the California Franchise Investment Law and the California Franchise Relations Act. Any such waiver is void. (CFIL Corp. Code §31512.)

No Reliance/Disclaimer Clauses Are Void.

Any provision in the FDD, Franchise Agreement, acknowledgments, Questionnaires, or other writings that disclaims or denies (i) representations made by the franchisor or its personnel/agents or (ii) a franchisee's reliance on such representations is void and unenforceable in California. To the extent any Questionnaire or "integration acknowledgment" suggests the opposite, it does not apply in California. (CFIL §31512.1.)

Governing Law; Forum; Dispute Resolution.

For claims arising under California law (including the CFIL and CFRA) or otherwise within their scope, California law governs and venue/forum is in California. Any agreement requiring litigation, mediation, or arbitration outside California for such claims is modified to require that the proceeding occur in California and that the decision-maker apply California law and permit all remedies available under California statutes. Nothing here waives the applicability of the Federal Arbitration Act where it preempts, but forum and choice-of-law for California statutory claims are California.

Remedies; Costs; Limitations.

No provision will (a) limit statutory remedies available under the CFIL/CFRA (including rescission, damages, and attorneys' fees where allowed), (b) impose shorter limitation periods than California law allows for those claims, or (c) require a franchisee to pay the franchisor's fees/costs except to the extent permitted under California law and awarded by the tribunal.

Termination, Nonrenewal, and Transfer (CFRA Controls).

The franchisor will comply with the California Franchise Relations Act, including:
• Good cause required for termination, with notice and a reasonable cure period (statutory parameters apply). (B&P §20020.)
• Nonrenewal requires at least 180 days' prior written notice. (B&P §20025.)
• Transfers must follow CFRA standards. (B&P §§20027–20029.)
Any Franchise Agreement terms inconsistent with the CFRA are modified to conform.

Non-Compete / Post-Term Restrictions.

To the extent any post-term or employee non-compete in the Franchise Agreement or related documents conflicts with California Business & Professions Code §§16600, 16600.1, and 16600.5 (SB 699), it is void and will not be enforced in California. This does not prevent the franchisor from enforcing trademark, trade secret, or confidentiality obligations, or from seeking relief for unlawful use of the system marks or materials, consistent with California law.

Advertising and Internet Offers.

The franchisor will comply with California franchise advertising requirements (including pre-filing or, where applicable, the Internet Ad Exemption Notice) before using franchise advertising directed to California prospects. This Addendum does not authorize any advertising in California that is not compliant with DFPI rules.

FDD Delivery and Receipts.

For California offers/sales, the franchisor will provide the current, California-effective FDD within the FTC/NASAA timing (at least 14 calendar days before any agreement is signed or money paid), and will use the NASAA-compliant Receipt listing California franchise sellers. Any contrary statement in the documents is modified accordingly.

Relationship to Other State-Specific Terms.

If the FDD includes a general State-Specific Addenda exhibit, the California terms in this Addendum supersede any conflicting state provisions for California transactions.

Franchisor Acknowledgment

The franchisor agrees this Addendum is incorporated into and forms part of the FDD and Franchise Agreement used for offers/sales in California.

Franchisee Acknowledgment (California Only)

I have received and reviewed this California State Addendum.

Franchisee: _______________________________ Date: __________
Franchisor: ________________________________ Date: __________

Wisconsin Addendum

This Wisconsin State Addendum ("Addendum") modifies the Franchise Disclosure Document ("FDD") and the Franchise Agreement (and any related agreements, riders, acknowledgments, or questionnaires) solely for offers and sales in, to, or from the State of Wisconsin and for franchises located or to be located in Wisconsin. If there is any conflict between this Addendum and any other provision of the FDD or agreements, this Addendum controls for Wisconsin transactions.

Registration Notice

The filing of this offering with the Wisconsin Department of Financial Institutions does not constitute approval, recommendation, or endorsement by the Department.

Non-Waiver of Wisconsin Franchise Investment Law

Nothing in the FDD, Franchise Agreement, or any related document shall waive or require a waiver of any right under the Wisconsin Franchise Investment Law, Chapter 553 of the Wisconsin Statutes. Any such waiver is void.

No provision of the Franchise Agreement shall limit or restrict any statutory rights or remedies available to a franchisee under Chapter 553.

Wisconsin Fair Dealership Law

The parties acknowledge that the Wisconsin Fair Dealership Law (Chapter 135 of the Wisconsin Statutes) may apply to the relationship created by the Franchise Agreement if the statutory requirements for applicability are satisfied. Nothing in the Franchise Agreement is intended to waive or limit any rights that may be provided under Chapter 135 to the extent such law is determined to apply.

To the extent the Wisconsin Fair Dealership Law applies, any termination, nonrenewal, cancellation, or substantial change in competitive circumstances shall be subject to the requirements of that law, including any applicable good cause, notice, and cure provisions.

Governing Law and Venue

The Franchise Agreement's governing law and dispute resolution provisions shall not be interpreted or applied in a manner that would require a franchisee to waive compliance with Chapter 553 or, if applicable, Chapter 135 of the Wisconsin Statutes. Any provision that would limit the application of Wisconsin statutory protections is modified to conform to Wisconsin law.

Limitation of Remedies

No provision of the Franchise Agreement shall limit a franchisee's right to pursue statutory remedies under Wisconsin law, including those available under Chapter 553, to the extent such limitation would be prohibited by Wisconsin law.

Incorporation

This Addendum is incorporated into and forms part of the Franchise Disclosure Document and the Franchise Agreement for all Wisconsin offers and sales.

Franchisor: _______________________________ Date: __________

Franchisee
(Wisconsin Only): _______________________________ Date: __________