FRANCHISE DISCLOSURE DOCUMENT

SHM Triad, LLC
An Alabama Limited Liability Company
500 Southland Drive
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Birmingham, AL 35226
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www.placedbyprime.com

We offer you a franchise under the name "Prime Senior Placement", to own and operate one, senior placement and consulting business assisting families and seniors to find prime locations for seniors to live and meet their daily living needs and activities.

The total investment necessary to begin operation of one (1) franchise location is $75,000 to $113,000. This includes $45,000 that must be paid to us (see Item 7).

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss availability of disclosures in different formats, contact our CEO, Joe Soles, 500 Southland Drive, Suite 224, Birmingham, AL 35226, (205) 542-1290.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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 ("**FTC**"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS:

May 6 2025

How to Use This Franchise Disclosure Document

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

QUESTIONS	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits B and C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Prime Senior Placement business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Prime Senior Placement franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Alabama. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Alabama than in your own state.

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

SHM TRIAD, LLC
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

Item	Heading	Page
1.	The Franchisor, and Any Parents, Predecessors and Affiliates	1
2.	Business Experience	2
3	Litigation	3
4.	Bankruptcy	3
5.	Initial Fees	3
6.	Other Fees	4
7.	Estimated Initial Investment	6
8.	Restrictions on Sources of Products and Services	9
9.	Franchisee's Obligations	11
10.	Financing	13
11.	Franchisor's Assistance, Advertising, Computer Systems and Training	13
12.	Territory	18
13.	Trademarks	20
14.	Patents, Copyrights and Proprietary Information	21
15.	Obligations to Participate in the Actual Operation of the Franchised Business	22
16.	Restrictions on What the Franchisee May Sell	23
17.	Renewal, Termination, Transfer and Dispute Resolution	23
18.	Public Figures	28
19.	Financial Performance Representations	28
20.	Outlets and Franchisee Information	28
21.	Financial Statements	32
22.	Contracts	32
23.	Receipts	32

SHM TRIAD, LLC

FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

(Continued)

EXHIBITS

Exhibit A	Financial Statements
Exhibit B	List of Franchisees
Exhibit C	List of Franchisees Who Have Left the System
Exhibit D	Form of Confidential Operating Manual Table of Contents
Exhibit E	Form of Key-Employee Manager Confidentiality Agreement
Exhibit F	List of State Agencies/Agents for Service of Process
Exhibit G	Form of Franchise Agreement
Exhibit H	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit I	Form of Principal Owner's Guaranty
Exhibit J	Form of Principal Owner's Statement
Exhibit K	Form of Confidentiality, Non-Solicitation and Non-Competition Agreement for Franchise Agreement
Exhibit L	Franchisee Questionnaire
Exhibit M	State Specific and other Addenda and Riders
Exhibit N	Form of Release
Exhibit O	Receipts

SHM TRIAD, LLC

FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document uses "we," "us", "our" or Prime Senior Placement to mean SHM Triad, LLC, the Franchisor, and "you", "your" or "Franchisee" means the individual, corporation or other entity that buys the franchise, whether you are an individual or a corporation, partnership, limited liability company or other legal entity.

The Franchisor, Any Parents, Predecessors and Affiliates

We conduct business under the name "Prime Senior Placement". Our principal business address is 500 Southland Drive, Suite 224, Birmingham, AL 35226. We are an Alabama limited liability company which was formed September 20, 2021 to initiate our franchising program and began offering franchises January 1, 2022. We have not conducted a business of a type described in this Disclosure Document or conducted business in any other line of business but, one of our affiliates operates a Senior Placement Services business, which is similar in scope to Prime Senior Placement in Alabama.

Our affiliate, Senior Placement Services, LLC located at 637 Hambaugh Terrace, Birmingham, AL 35209 will not participate in the franchising operation nor will it provide any management or operational services or financial guarantees for our franchisees, except the use may be made of their facilities for training purposes.

Our affiliate, Your Choice Senior Care Franchising, LLC located at 500 Southland Drive, Suite 224, Birmingham, AL 35226 was formed in 2019 to franchise hands-on personal, non medical care, in-home assistance, and companionship care services to seniors and other adults. It will not participate in the franchising operations nor will it provide any management or operational services or financial guarantees for franchisees.

We do not have any predecessors nor a parent entity.

Agents for Service of Process

Our Agents for Service of Process are set forth in Exhibit "F" of the disclosure document.

The Franchises Being Offered

The "Prime Senior Placement" franchise is a senior placement and consulting business assisting families and seniors to find prime locations for seniors to live and receive the necessary care and supervision for their daily living needs and activities.

The Franchise System and Proprietary Marks

Our franchises are characterized by, among other things, distinct formats, and specifications for uniform standards, specifications and procedures for operations, training and assistance (the "System"). The System is identified by means of certain trade names, trademarks, service marks, logos, emblems and other indicia of origin, including the Mark "Prime Senior Placement".

Market and Competition

The market for our services and products generally is competitive. You will primarily market your services to families and individuals seeking placement for seniors in residential care facilities. The demand for our services is not seasonal. You will compete with franchised operations, national chains and independently-owned companies providing placement services.

Changes in local and national economic conditions and population density affect our business and are difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws and regulations, changes to supply and demand, regional or national health, neighborhood demographics, new technologies and competition providing related services.

As of the issuance date, you may expect that the COVID-19 pandemic or similar outbreak could affect the demand for or availability of, our services. We do not know how much demand could drop or whether franchisees could be restricted from operating.

Industry Regulations

In addition to laws and regulations that apply to businesses generally, most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your business, including occupational health and safety; labor, licensing and bonding; insurance; and advertising. You may need to obtain licensing and certifications (as required by your state or local law) to provide services from your franchised business. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what was required under federal law, which laws may affect the franchised businesses.

The services you provide will not require hiring any medical professionals which could require licensing in your jurisdiction.

ITEM 2

BUSINESS EXPERIENCE

Joseph K. Soles: Chief Executive Officer

Joe Soles has been our Chief Executive Officer since the formation of our company. He is also the CEO and President of Your Choice Senior Care Franchising, LLC, located in Birmingham, Alabama. Joe has an MBA from the University of Alabama Birmingham and is a certified Nursing Assistant.

George C. Heinemann: Chief Financial Officer

George Heinemann has been our Chief Financial Officer since our formation. He is also the Executive Vice President and CFO of Your Choice Senior Care, LLC located in Birmingham, Alabama and President of Heart to Home Services LLC in Birmingham, Alabama. Prior to 2018 George was Director of Nationwide Field Service Operations for YP.com in Birmingham, Alabama (2010 to 2018). George is also a Certified Nursing Assistant.

Tim Meehan: Executive Vice President of Development and Training

Tim Meehan has been our Executive Vice President of Development and Training since our formation. He is also the current CEO of Senior Placement Service located in Birmingham, AL and has acted as their CEO since 2018. Tim has served in the senior healthcare industry for more than a decade. He entered the industry as a sales counselor for Brookdale Place University Park, Birmingham, Alabama, from 2009 to 2010, then became a sales counselor for Somerby St. Vincent's 119 located in Birmingham, Alabama from 2010 to 2014. From 2014 to 2018 Tim worked for an in-home care provider, Always Best Care.

ITEM 3

No litigation is required to be disclosed in this disclosure document.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this disclosure document.

ITEM 5

INITIAL FEES

1. Initial Franchise Fee

The nonrefundable Initial Franchise Fee is $45,000 which must be paid to us upon signing your Franchise Agreement. The minimum size of a territory is 30 licensed Senior Living Communities or a population of 400,000 people as determined by the most recent published U.S. Census. The initial Franchise Fee includes 1,000 business cards, 1,000 brochures and two name tags.

2. Franchise Fee Incentive Program For Existing Franchisees

For an existing Franchisee purchasing an additional Franchise before the fourth calendar year after entering into a previous Franchise Agreement, not a transfer, the initial Franchise Fee is reduced to $30,000 and Franchisee must sign the then current Franchise Agreement. We reserve the right to discontinue this program (reduction of initial Franchise Fee of new locations for existing Franchisees) at any time in our sole discretion.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing License Fee	$0 per month for the first 3 months after franchise agreement execution then $1,000 per month for month 4-15, $1,500 per month for month 16-28, $2,500 per month for month 29-86 and $3,000 per month beginning month 87.	Payable in equal monthly payments over twelve months. Your Monthly Continuing License Fee will be debited by Electronic Funds Transfer ("**EFT**") from your bank account on the first Monday of the month.	Flat amount for each monthly payment. Due the first Monday of each month. Payments begin the month following signing Franchise Agreement.
Marketing and Technology Fund Fee	$500 per month.	The monthly Marketing and Technology Fund fee, will be electronically debited by EFT from your bank account on the first Monday of the month.	This fund is to provide area, regional or national marketing programs. Payments are due the first Monday of each month. Payments begin the month following signing Franchise Agreement.
Insurance Reimbursement	Amount paid by us for insurance you fail to obtain, and an administrative fee of 15%.	As Incurred if purchased by us on your behalf. Due immediately upon billing.	If you fail to obtain the required insurance coverage, we may, in our sole discretion, obtain the coverage at your expense plus administrative fees of 15% (Franchise Agreement Paragraph 11.13)
Successor Fee	$5,000	Before you renew your franchise.	You only pay this fee to us if you want to renew the Franchise at the end of the term.
Transfer Fee	If we approve a transfer, the fee is	Prior to consummation of transfer.	You pay this fee to us if you transfer your

Type of Fee	Amount	Due Date	Remarks
	$10,000 to transfer an individual franchise		business with our prior approval. The transfer fee is for supervision, marketing, selling, administrative, legal, accounting costs and other expenses for the transfer of the franchise.
Training Fee Upon Transfer of Business	$3,000 per person trained & travel and living expenses	Prior to training	You or the transferee may request us to train additional employees upon the transfer of your business.
Seminars and Training Conferences	Currently a maximum of $300 per person, plus travel and living expenses of approximately $1,000 to $2,000.	Periodic Seminars and Conferences will be held at our company headquarters in Alabama or at a different location of our choosing. These events will not exceed 5 days in length.	Fee is payable prior to attendance at the event and expenses are paid as incurred. You will not be required to attend more than two such conferences per year.
Additional Training Requested By You	Currently $500 per day, plus travel and expenses.	Immediately after notice from us.	If, at your request, we send one of our staff members to the franchised business to provide further assistance, we will charge you a daily rate for that assistance, plus the travel expenses for our employee.
Intranet Fee	If implemented, our cost	Invoice or EFT debit from your bank account.	Payable only if it is implemented

Type of Fee	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under the circumstances.	Immediately upon notice from us.	You only pay if we succeed in any arbitration or litigation we bring against you, or in defending any claim you bring against us.
Indemnification	Will vary under the circumstances.	As incurred	You have to reimburse us if we are sued or held liable for claims arising out of your business.
Referral Fee	30% of referral	As incurred	If Franchisor approves a referral in another Franchisee's territory or if no Franchisee in the territory, then the referral fee is paid to the Franchisor.
Penalty Fee	Sum equal to the Franchisee's initial franchise fee plus $500 per month from due date referral placed to penalty declared due by Franchisor.	As incurred	If you fail to pay the required referral fee.

All fees that are imposed by and payable to us are uniform, subject to change, and nonrefundable.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(For Single Location)

Type of Expenditure	Estimated Amount Low	High	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee (1)	$45,000	$45,000	Lump Sum	Upon Execution of Agreement	Us

Type of Expenditure	Estimated Amount Low	High	Method of Payment	When Due	To Whom Payment is to Be Made
Franchise Location – Rent/Security Deposit (2)	$0	$2,000	As Arranged	As Incurred	Landlord
Leasehold Improvement (3)	$0	$2,000	Lump Sum	As Incurred	Service Providers
Supplies	$1,000	$2,000	On Arranged Terms	As Incurred	Supplier
Signage (4)	$0	$3,000	Lump Sum or On Arranged Terms	As Incurred	Supplier
Utility Deposits, Licenses, Permits	$0	$2,000	Lump Sum or On Arranged Terms	As Incurred	Suppliers
Professional Fees (5)	$1,000	$2,500	As Arranged	As Arranged	Approved Suppliers
Computer Hardware and Software	$2,000	$4,000	Lump Sum or On Arranged Terms	As Incurred	Suppliers
Travel and Living Expenses while Training	$2,000	$4,000	As Arranged	As Arranged	Employees/ Suppliers
Insurance (6)	$2,000	$4,500	As Arranged	As Arranged	Insurance Carrier
Additional Funds – Initial 3 Months (7)	$15,000	$30,000	Lump Sum or On Arranged Terms	As Incurred	Suppliers
State Fees (8)	$1,000	$2,000	Lump Sum	As Incurred	State Authority
CRM Communication	$5,000	$7,000	Lump Sum	As Arranged	Supplier
Communications Equipment	$1,000	$3,000	Lump Sum	As Arranged	Supplier
Total Estimated Initial Investment (9)	$75,000	$113,000			

All fees paid to us are nonrefundable and fully earned when paid. The above estimates are based on information from our affiliate and information in the industry and do not include real estate purchases.

Notes to Above Chart**:**

1. Initial Franchise Fee. The nonrefundable initial franchise fee for a single location is Forty Five Thousand Dollars ($45,000).

2. Franchise Location/Rent-Security Deposit. Each Prime Senior Placement franchise will typically be conducted from your home office (if local or State law allows), although you have the option of operating from a small commercial place or office sharing facility, approved by us, which enables you to rent the services of a receptionist, office phones, office space and conference facilities. If you lease traditional office space, the typical location will have 300 to 500 square feet. Lease cost will vary with real estate cost in each market. You are responsible for obtaining all necessary permits or licenses necessary for the site. Prepaid rent and security deposits are generally required by landlords.

3. Leasehold Improvements. If you lease traditional office space, minimal leasehold improvements are generally required before operation. These costs vary based on the size of the space and requirements of a particular landlord, depending upon whether or not the improvements are capitalized as part of the lease.

4. Signage. This range includes cost of any signage used at the designated location in the Franchised Business.

5. Professional Fees. This range represents the approximate cost associated with attorney and CPA fees.

6. Insurance. This is an estimate of your initial insurance premium for required property and public liability insurance. Your cost will vary depending on your market, your carrier and other factors. The cost of other coverages including workers compensation and other types of coverage cannot be estimated as they vary widely on a market-by-market basis. We set minimum insurance requirements for your Franchised Business but we recommend that you seek the advice of an independent risk management professional and/or insurance broker to determine the additional coverage you should have in place for the business.

7. Additional Funds – Initial 3 Months. You will need additional funds to cover expenses during the three-month period after starting your business. The actual amount you will need depends upon a number of factors, including the number of employees, how well you control initial expenses and your level of sales and marketing during the initial period.

   The estimate of additional funds for the initial phase of your business is based upon recurring expenses and operating expenses for the first three months of operations. Additional funds required will vary by your management skill, experience, and business acumen; the relative effectiveness of any staff employed; local economic conditions; the local market for your services; prevailing wage rate; competition; and the sales level that you reach in your territory. You may incur other or higher cost, you may also need operating capital when running the business that is in addition to what is estimated here. These figures are estimates based upon information provided us from our affiliate.

8. State Fees. You must check with your state to ascertain if there are any state licensing fees that must be paid.

9. Total Estimated Initial Investment. The amounts shown in the chart are estimates only and may vary for many reasons including the size of the Franchised Business, the capabilities of your management team, where you locate your Franchised Business, and your business experience and acumen. For planning purposes, please note that must cost and expenses listed in this Item 7 are not within our control and are affected more by general economic conditions than our actions. This does not include personal living expenses, Franchise owner compensation, royalty, or marketing and promotion fund contributions. You should review these estimates carefully with a business advisor or accountant before making any decision to buy a franchise. We do not offer direct or indirect financing to you for any part of the Estimated Initial Investment. Once you sign the Franchise Agreement, no payment you make to us is refundable.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

One of our prime objectives is to help ensure a uniform image and quality of services throughout the Prime Senior Placement System. Any required standards exist to protect our interest in the System and the Marks and not for the purpose of taking control over those matters that clearly are reserved to you. We publish our standards, specifications, policies, and procedures in our operation manual(s), and other documents that we loan to you.

Franchise Location and Lease

If you comply with federal, state and local laws you may operate from your home office although you have the option of operating from a small commercial space or a rented space in an office sharing facility. You must obtain our approval for the site of your Franchised Business. It is also your responsibility to ensure your selection of an existing building and that building plans comply with all federal (including the American with Disabilities Act), state and local laws.

Approved Suppliers and Supplies

We will provide you with a list of approved suppliers authorized for the Franchised Business ("Approved Suppliers List") and a list of approved products, services and other items or services necessary to operate the Franchised Business ("Approved Supplies List").

You must purchase your equipment, products, merchandise and supplies only from our approved suppliers as described in this Item 8. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third party vendor we designate. The cost of required purchases in accordance with specifications represent 15% to 20% of your total purchases in connection with establishment of your franchise. The ongoing purchase of supplies from approved sources will represent 1% to 5% of your overall purchases in operating your franchise. We derived no revenue nor rebates from required purchases from any supplier during the year ending December 31, 2024.

Any item used in the Franchised Business which is not specifically required to be purchased in accordance with the Approved Suppliers List or the Approved Supplies List must conform to our established standards and specifications.

Approved Supplier and Approved Supplies Lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products. For example, as noted below, you must obtain insurance that meets our standards and requirements. We may revise the Approved Suppliers List and Approved Supplies List from time to time as we deem advisable. We will determine and give you the contact information for the distributors and/or manufacturers of all products offered by you. We do not provide you with material benefits (for example, successor franchises or granting additional territory or franchises) based upon your purchases of particular products or services or use of particular suppliers.

Approval of Additional Suppliers or Supplies

If you would like to sell or use any product, material or item or purchase any products from a supplier not on either of these lists, you must notify us and may need to submit samples and other information to us so that we can make an informed decision as to whether the product or supplier meets our standards. You may be charged for the costs of our decision. We will approve your requested item or supplier within 30 days. Our application form for approving a supplier or item is published in the Operations Manual.

If you propose to use in the operation of your franchise any service, product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria.

We will provide you with our criteria for approving supplies and suppliers within 30 days of your request for that information.

We will provide you with written approval or disapproval within a reasonable time period (typically 30 days) after you have supplied all the information we request from you. You may not use any supplier, service, product, supply, material, furnishing or equipment that we have not approved.

We apply the following general criteria in approving a proposed supplier: (1) ability to make the product in conformity with our specifications; (2) reputation and integrity of the supplier; (3) financial condition and insurance coverage of the supplier; (4) system uniformity. We do not make our specific criteria for selecting approved suppliers available to our franchisees, nor do we make our specifications known to suppliers.

Nothing contained in this Disclosure Document or in the Franchise Agreement requires us to approve an inordinate number of suppliers of a given item or approve suppliers, which, in our reasonable judgment, would result in higher costs to our franchisees or prevent, in our sole judgment, our effective and economical supervision of suppliers.

Insurance

You must maintain in force at your sole expense comprehensive public liability coverage, general liability insurance, personal injury coverage and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Franchised Business's operation, all containing the minimum liability coverage we prescribe from time to time. The current requirements for insurance policies and coverage include: (1) comprehensive general liability insurance with limits of at least $1 million per occurrence and $3 million aggregate; (2) workers' compensation, $1,000,000 each accident, $1,000,000 disease (each employee) and bonding of $10,000 per occurrence, as well as employer's liability insurance as well

as other insurance that may be required by statute or rule of the state in which the Franchised Business is located and operated; (3) personal injury coverage with limits of at least $1 million per occurrence and $1 million aggregate; (4) property damage coverage with limits of at least $1 million per occurrence and $1 million aggregate; (5) professional liability coverage with limits of at least $1 million each incident and $3 million aggregate; (6) employment practices liability insurance with limits of at least $25,000 per occurrence and $2,500 deductible; and (8) automobile liability insurance, and property damage liability, including owned, non-owned, and hired vehicle coverage, with at least $1 million general aggregate limit. You also must obtain and maintain a fidelity bond in an amount at least equal to the great of (i) the amount required by applicable state and local laws and regulations or (ii) the amount specified in the Operations Manual. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. These insurance policies must name us and any affiliates we designate as additional named insured and provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. You routinely must furnish us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain comparable insurance for you and the Franchised Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.

We may operate and change the Franchise System in any manner that is not expressly or specifically prohibited by the Franchise Agreement. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, as we consider it to be best, to vary System Standards for any franchisee or any franchised business based upon the peculiarities of any condition that we consider important to that franchisee's or franchised business's operation. Periodically, we may modify System Standards, and to the extent the changes to the System Standards will apply, generally, to franchisees and offices operating under the System, these modifications may obligate you to invest additional capital in the Franchised Business and/or incur higher operating costs. You must implement any changes in the System Standards within a time period we request, whether they involve refurbishing, or remodeling the Premises or any aspect of the Franchised Business, buying new operating assets, adding new services offered by the Franchised Business, or otherwise modifying the nature of your operations.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION		SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a	Site selection and acquisition/lease	§ 2 and 4	Items 6 and 11

OBLIGATION		SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
b	Pre-Opening purchases/leases	§ 4, 5 and 6	Items 7, 8 and 11
c	Site development and other pre-opening requirements	§ 2, 4, 5, 6 and 7	Items 6, 7 and 11
d	Initial and ongoing training	§ 3, 4 and 7	Items 6, 7 and 11
e	Opening	§ 3.4, 5, 7, 11 and 15	Item 11
f	Fees	§ 3, 4, 6, 7 and 12	Items 5, 6 and 7
g	Compliance with standards and policies/Operation's Manual	§ 3, 4, 5, 6, 7, 9, 11, 12, 13 and 19	Items 11 and 17
h	Trademarks and proprietary information	§ 5, 8, 9, 11 and 12	Items 13, 14 and 17
i	Restrictions on products/services offered	§ 5, 8 and 11	Items 16 and 17
j	Warranty and customer service requirements	None	None
k	Territorial development and sales quotas	§ 4	Item 12
l	Ongoing product/service purchases	§ 5 and 11	Item 8
m	Maintenance, appearance and remodeling requirements	§ 5 and 11	Items 11 and 17
n	Insurance	§ 11	Items 6 and 8
o	Advertising	§ 5, 8, 11 and 12	Items 6 and 11
p	Indemnification	§ 18	Item 6
q	Owner's participation/ management/staffing	§ 1, 5 and 7	Items 11 and 15
r	Records/reports	§ 3, 4, 6, 10, 11 and 13	Items 6, 11 and 17

OBLIGATION		SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
s	Inspections/Audits	§ 6 and 14	Items 6, 11 and 17
t	Transfer	§ 15	Item 17
u	Renewal	§ 3	Item 17
v	Post termination obligations	§ 16 and 17	Item 17
w	Non-competition covenants	§ 9, 10, 17 and 19	Item 17
x	Dispute Resolution	§ 19	Item 17

ITEM 10

FINANCING

We do not offer, directly or indirectly, any financing arrangements to you. Neither do we guarantee your note, lease or any other obligation. We do not place financing and, therefore, we do not receive payments for the placement of financing.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Preopening Assistance

(i) We will approve the location of your business and provide you with the description of your Designated Territory where we will not place another franchise (Franchise Agreement, Section 4).

(ii) We will provide to you lists of approved suppliers for the equipment, goods and materials you will need to operate the Franchised Business (Franchise Agreement Section 5).

(iii) We will provide you an electronic copy of the Operating Manual and other documents containing mandatory and suggested specifications, standards, operation rules established from time to time by us and information relative to your obligations and the operation of your franchise business (Franchise Agreement Section 11).

(iv) We will provide 24 hours of classroom training before opening to assist and guide you in operating your franchise. We will help you establish suggested pricing for your franchise services. You must obtain our approval of all pricing prior to opening your franchised business.

(v) We will provide pre-opening telephone support and assistance prior to opening your franchise such advice in the necessary tasks, steps and actions to open your franchise.

Optional Assistance During the Operation of The Franchised Business

(i) We will provide to you, from time to time, as we in our sole discretion deem appropriate, advice and materials concerning techniques of managing and operating your Franchised Business, including promotional materials designed to enhance the quality and effectiveness of your Franchised Business (See Section 7 of the Franchise Agreement).

(ii) We may in our sole discretion, update the Approved Supplies and Supplier list as we deem necessary (See Section 5 of the Franchise Agreement).

(iii) We may change or modify the System, including the use of new or modified trade names, trademarks, service marks, new computer programs and systems, supplies, merchandise, products, equipment or new techniques (Section 11 of the Franchise Agreement).

(iv) We may arrange, from time to time, in our sole discretion, as we deem appropriate for new strategic alliances with third parties. You may, but are not required to participate. If you do elect to participate, you will be required to comply with the terms of such strategic alliance program. We do not currently plan to charge a fee to participate in strategic alliance programs.

Marketing and Technology Fund

All franchisees will contribute $500 per month to the Marketing and Technology Fund, beginning the month following Franchise Agreement signing and continuing throughout the initial term or any successor term. Several services to you will be supported by this fund and the amount of your fee may reasonably be increased. Monthly payments to the Marketing and Technology Fund will be made through our electronic funds transfer system described in Item 6. If we have a company location in the future the company location will not contribute to the fund. Any location owned jointly or separately by any of our officers or directors will not contribute to the fund. The fund will be administered by us and there will be annual unaudited financial statements accounting for the placement of all Marketing and Technology Fund fees. We will not receive any payment or fee for providing services to the fund. Surplus funds at the end of any year will be carried over into the following year. Some advertising media will be generated by us and other items may be produced by selected agencies. We will determine how and where the money will be spent at our sole discretion whether local, regional or national. Marketing will include Search Engine optimization, Search Engine Marketing and Social Media Advertising production and may or may not be designated for the benefit of the system as a whole as we may determine from time to time. Upon your written request, we will provide you a copy of our annual report of expenditures of the Marketing and Technology Fund and how funds were raised during the most recently ended fiscal year on a confidential basis.

For the fiscal year ending December 31, 2024, the Marketing and Advertising Fund expenses amounted to approximately $7,500. The purpose for which we spent Marketing and Advertising Fund contributions in 2024 was:

Media Placement 100%

The Marketing and Technology Fund will support our National Website which will also contain each franchisee's individual location information.

The National Website will become a primary marketing source for the franchise system. Its major purpose is to establish and promote our brand that will attract business for our franchisees and

provide an internet presence for each franchisee. We will benefit from contacts by new franchisee candidates through this website, and our franchise opportunity information and application pages will be present within the site. As with all other advertising materials, stationery and business cards, the site will also contain references to the fact that "Franchises Are Available" and that "Each Franchised Business Is Independently Owned and Operated." Other than the website notice, we do not use any part of the Marketing Fund to solicit new franchise sales, but reserve the right to do so.

The National Website contains all of the basic information about the franchise system and the services offered by our locations. Each franchisee receives the following direct benefits from the website in return for the payment of the Marketing and Technology Fund:

(i) Listing for your individual Location which will provide your franchise with an internet presence, including your business address and telephone information, photographs showing your personnel and location and other information about your local franchise. You do not have any responsibility or expense for designing, hosting, modifying, managing or operating this website presence;

(ii) If we deem it necessary to do so because of increased costs to us, we may develop proprietary software or alternate sources to provide email hosting and/or other services. If so, we or our designee shall license the software to you and we may need to make a reasonable increase the Marketing and Technology Fund fee as a result. You agree to pay the increased fee required by us and you will comply with all specifications and standards prescribed by us from time to time in our operations manual.

Computer Requirements

You are solely responsible for the acquisition, operation, maintenance and upgrading of your computer system.

You must purchase and use in your franchise a Computer System. We do not have any required specifications for your computer system. Generally your system will consist of:

HARDWARE

1. Computer with Windows or Macintosh operating system (any version).
2. Approved Phone System and one phone per employee.

Neither we, nor any affiliate or third party, will be obligated to provide ongoing maintenance, repairs, upgrades or updates for your Computer System. We do not require that you purchase a maintenance, repair, upgrade or update service contract for your Computer System.

The annual cost of any optional or required maintenance, updating, upgrading, or support contracts of your computer system and any supporting software will be dictated by the Computer System or Information Technology supplier.

Internet and E-mail Access – You must have a reliable, redundant high-speed Internet connection as well as a functioning e-mail address so that we can send you notices and otherwise communicate with you by this method. We may provide you with a preferred Prime Senior Placement email address for business use as a Franchised Business owner.

Access to Information – During the term of your Franchise Agreement, we and you will jointly own all information generated by or stored that you use to operate the Franchised Business. We have the right to access all information related to the Franchised Business at any time during the term of your Franchise Agreement and periodically may establish further policies respecting the use of access to such information. Sole ownership of that information will revert to us if your Franchise

Agreement is terminated, and you must immediately transfer such information to us upon termination.

Confidential Operating Manual

We will loan you an electronic copy of our Franchisee Operations Manual ("Manual") which contains mandatory and suggested specifications, standards and operation procedures as we prescribe and may also include information relative to your Franchise Agreement. The Manual may be amended or modified from time to time to reflect changes in our System. You must keep the Manual confidential and current, and may not copy any part of the Manual. The table of contents for the Manual is listed in Exhibit "D". There are 44 pages in the Manual.

Time to Open

You must be fully open to the public within 120 days from the signing of the Franchise Agreement, subject to unavoidable delay or failure to perform [Force Majeure] (Franchise Agreement – Section 5). You may not open the franchise for business until: (1) we approve the franchise as being developed and fully completed according to our specification and standards; (2) pre-opening training of you and your personnel has been completed to our satisfaction; (3) you have completed all pre-opening requirements; (4) the Initial Franchise Fee and all other amounts then due to us have been paid; we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we request; and (6) we have received signed counterparts of any lease and all other required documents pertaining to your site.

Franchisee Management Certification Training

We provide a mandatory initial training course before you begin to operate the franchise. We do not have regularly scheduled training classes. Training consists of classroom sessions for a period of three eight hour days. Currently we provide training in Birmingham, Alabama. It is mandatory that the majority owner and/or operating partner complete the initial franchise training. We also provide three eight-hour days of marketing training at your location, normally at opening or immediately prior to your opening.

Franchisee Management Certification Training Program

Subject	Classroom Training Hours	On-The-Job Training Hours	Location
Overview of the Senior Care Industry a. Review of the structure of Retirement Communities and how they operate. b. The Role of Placement Service Companies within the Industry.	4	0	Birmingham, AL
Contracts (Placement Agreements) a. Purpose and Nature of Placement Agreements b. Negotiations Placement Agreements	4	0	Birmingham, AL

Subject	Classroom Training Hours	On-The-Job Training Hours	Location
Marketing and Developing Referral Sources a. How Referral Sources Work for Senior Placement b. Developing and Maintaining Referral Sources c. Marketing	4	0	Birmingham, AL
Working With Clients a. Introducing Yourself and Your Service to New Clients b. Discovery- Determining the Client's Needs c. Matching Clients with a New Home (community) d. Guiding Your Client through the Process of Choosing their Community e. The Duel-Client Approach	4	0	Birmingham, AL
Administration a. Maintaining Files on Active and Closed Business b. Accounting	4	0	Birmingham, AL
Closing Remarks	4	0	Birmingham, AL
TOTALS	**24**	**0**	

Franchisee Marketing Training Program

Subject	Classroom Training Hours	On Site Hours	Location
Marketing Overview	0	8	Franchisee Location
Day 2 Marketing	0	8	Franchisee Location
Day 3 Marketing	0	8	Franchisee Location
TOTALS	**0**	**24**	

Notes on Above Chart:

(1) We will provide this initial training and Marketing training at no additional charge to you. You must pay all travel and living expenses for you and your trainees. We may increase, decrease and/or adjust the above training program to the extent that we deem appropriate.

(2) Joe Soles and Tim Meehan are our primary trainers. Their backgrounds are described in Item 2 of this document. We may substitute trainers and speakers depending on availability. Manuals will be used as our primary training material.

(3) All of the above specifications and descriptions are subject to change as we may determine the need to do so.

Other Conference/Training/Educational Events

Each person who signs the franchise agreement must attend Conferences that may be scheduled from time to time as we may determine to be necessary, in Birmingham, Alabama, or at a different location of our choosing. Conferences will not exceed five (5) days in length. If you purchase more than one (1) franchise territory, then the manager from each location must attend the above sessions.

During the operation of your business, we will, upon your request and at your expense, and to the extent we have personnel available, send one or more members of our staff to the franchised business to provide additional follow-up assistance and training (Franchise Agreement – Paragraph 7.4).

Other Services

We will provide the following services as we may from time to time determine the need to do so: teleconference and coaching assistance in marketing procedures and methods; assistance in pricing of services; and information on new methods and new services.

Although not required to do so under the Franchise Agreement, we may provide other supervision, assistance or services during the operation of the franchise business, including providing you with promotional materials and promotional techniques, as we may determine.

At your request and for an additional fee we may visit your franchise business for the purpose of consultation, assistance, and guidance in all aspects of the operation and management of the franchise business.

We may furnish you with such assistance in connection with the operation of the franchised business as is reasonably determined to be necessary by us from time to time.

ITEM 12

TERRITORY

Your Designated Territory will be defined by a map attached in your Franchise Agreement. Your Designated Territory will include the lesser area of either 30 licensed Senior Living Communities, or a population of 400,000 people without regard of age. You maintain rights to your Designated Territory in accordance with the map attached to your Franchise Agreement, even though the population increases.

You cannot advertise for or recruit or attempt to solicit clients outside your territory without our prior written consent. Upon our demand you must discontinue using all advertising and telephone numbers, which are active in the area outside your territory and direct the telephone company servicing you to transfer to us or a person or company we designate all of the telephone numbers registered to you there.

A Franchisee may service a client residing outside of that Franchisee's territory if that Franchisee receives a referral from one of the Franchisee's existing clients and the referral is approved by Franchisor. Additionally, a Franchisee may service a client residing outside of that Franchisee's territory if the referral comes from a Franchisor third party referral source.

If the Franchisee places a client outside Franchisee's territory and the referral was approved by Franchisor, the Franchisee placing the client will pay a referral fee to the Franchisee in whose territory the referral is placed or if no Franchisee is located in the territory where the referral is placed, then Franchisee shall pay Franchisor the referral fee. The referral fee shall equal 30% of the placement fee received by the Franchisee. This referral fee shall be in addition to the monthly Continuing License Fee or any other monthly fees paid by the Franchisee. Failure to pay the placement fee to the Franchisee in whose territory where a referral is placed or if no Franchisee is located in the territory then to the Franchisor, shall result in Franchisee paying a penalty equal to 100% of the amount of Franchisee's Initial Franchise Fee plus the amount of $500 per month from the date the referral was placed until the date the penalty is declared due by Franchisor. The penalty shall be due and payable upon notice from Franchisor.

Rights We Reserve in Your Franchise Agreement

You will not receive an exclusive territory. You may face competition from other franchisees, or from locations we or an affiliate own. We retain (in our sole discretion) the right to:

1. Establish, and grant to other franchisees the right to establish franchises anywhere outside the Designated Territory, on such terms and conditions as we deem appropriate (even immediately outside the border of the Designated Territory), but not within the Designated Territory of your Franchise Business you open under the Franchise Agreement and continue to operate under it.

2. Operate, and grant franchises to others to operate businesses, whether inside or outside the Designated Territory, specializing in the sale of services, other than a Competitive Business or a Franchise Business, using some of the Marks and/or all of the Marks pursuant to such terms and conditions as we deem appropriate.

3. Operate, and grant franchises to others to operate businesses or provide other services, whether inside or outside the Designated Territory, that do not use any of the Marks;

4. You cannot advertise for or attempt to solicit clients outside your territory without our prior written consent. Upon our demand you must discontinue using all advertising and telephone numbers which are active in the area outside your territory and direct the telephone company servicing you to transfer to us or a person or company we designate all of the telephone numbers registered to you there.

5. You cannot provide services outside your territory without our written authorization.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the proprietary Mark "Prime Senior Placement" in connection with your franchise for your use and only in the manner authorized and permitted by us.

The Primary Mark "Prime Senior Placement" was registered with the United States Patent and Trademark Office ("USPTO") by SHM Triad, LLC as follows:

Trademark: Prime Senior Placement

Registration No.: 7076601

Registration Date: June 6, 2023

All required affidavits have been filed and accepted in a timely manner. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court relating to the Mark. There is no pending infringement, opposition or cancellation involving the Mark; no known superior rights or infringing uses actually known to us that could materially affect your use of the Mark; and no pending material litigation involving the Mark. All affidavits and renewals required to be filed have been filed.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks listed in this Section in a manner material to the franchise to be sold.

The franchise agreement grants you the non-exclusive right to use the Marks to identify the products and services offered by us. We have the right to require you to modify or discontinue your use of any Mark. If we exercise this right, we will provide advance notice to all franchisees. We will have no liability or obligation for your modification or discontinuance of any Mark or promotion of a substitute trademark, service mark or trade dress.

You must follow our rules when using the Mark. You must receive our approval when choosing your corporate name and you cannot use the Marks as part of the corporate or other legal entity name or with modifying words, designs or symbols without our consent. All of your usage of the Marks and any goodwill you establish is to our exclusive benefit and you retain no right in the Marks on termination or expiration of the franchise agreement. You must also obtain fictitious or assumed name registrations as we require, or under applicable law.

The franchise agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks. You must immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights to any Mark. We will have the sole discretion to take any action we deem appropriate and will have the right to control exclusively, any litigation or USPTO or other administrative proceedings arising out of any infringement, challenge

or claim or otherwise relating to any Mark. You must execute any and all instruments and documents, provide assistance and do such things as, in the opinion of our counsel, may be necessary or advisable to protect our interest or our licensor's interest in any litigation or USPTO or other proceeding or otherwise to protect our interest in the Mark. We have no obligation under the franchise agreement to protect you against or reimburse you for any damages for which you are held liable.

We may not be able to prevent anyone who began using the name Prime Senior Placement or any variation thereof before our use of it from continuing their use of that name in the area of prior use. The name Prime Senior Placement may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us. You will be responsible for finding out whether the name Prime Senior Placement is already being used in your granted Territory. Under the franchise agreement you release us from any liability to you caused by any prior use of the name Prime Senior Placement or any variation thereof by anyone else.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our Manuals and related materials, certain proprietary information, knowledge and know-how concerning the methods of operation of the franchise and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. These items are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

There are no agreements in effect which significantly limit our right to use or license the copyrighted materials.

Franchisee Operations Manual(s)

During the term of the Franchise Agreement, we will provide electronically to you at no charge our Confidential Operating Manual(s) in which we assert a copyright interest. The Confidential Operating Manual(s), its supplements, and any other materials or information designated by us as confidential. You will not provide your employees access to the Confidential Operating Manual(s) unless necessary to operate your franchise.

You must use your best efforts to keep confidential all provisions in the Confidential Operating Manual(s), including any supplements or amendments that we provide. You are responsible for keeping your copy of the Confidential Operating Manual(s) up-to-date. The provisions in our master copy will control any disputes that arise. You agree to comply with every provision in the Confidential Operations Manual(s) and every revision to the Confidential Operating Manual(s) that we may make from time to time, provided such revisions do not implement new or different requirements which alter the fundamental terms and conditions of the Franchise Agreement.

We will loan you a replacement copy if you lose or misplace your copy or supplements but we may require a reasonable replacement charge. You must not photocopy any part of the Confidential Operating Manual(s) without our written consent.

Trade Secrets and Know-How

We will be disclosing to you certain proprietary information in our programs, systems,

techniques manuals, and trade secrets as well as know-how and operating format related to our methods and materials. You will also use certain materials in the operation of your Franchised Business in which we have a copyright interest. You, however, do not acquire any right or interest in such proprietary information.

You must not disclose any of our proprietary rights, information, or know-how, except as authorized in the Franchise Agreement. You must maintain adequate security in the control, use and handling of our proprietary materials as specified in the Confidential Operating Manual or in writing from us. All persons you employ who can access our proprietary materials are required to sign our approved Confidentiality Agreement (Exhibit "L"). All persons with an ownership or voting interest in an entity franchise and all individual franchisees who enter into Franchise Agreements and any person employed by or under an independent contractor relationship with you who receives or who will receive any training by us or you which is directly or indirectly related to the System or involves any of the Confidential Information must sign our Approved Confidentiality, Non-solicitation and Non-competition Agreement (Exhibit "L"). You must immediately notify us of any unauthorized use of our trade secrets. We have complete authority under the Franchise Agreement to take such action or inaction as deemed appropriate.

Failure to comply with the requirements of the Franchise Agreement with respect to confidentiality will cause us irreparable injury and you agree to pay us an amount equal to the aggregate of our cost of obtaining specific performance of, or an injunction against violation of, the requirements of the Franchise Agreement concerning confidentiality, including without limitation, reasonable attorney fees, cost of investigation and proof of facts, court expenses, and damages incurred by us.

ITEM 15

OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require you to participate in the supervision of the franchise. We may, however, agree in writing to allow someone other than an owner to act as the on-premises manager. That person must complete our training program and cannot have any interest or business relationship with any of our competition and must sign a written agreement to maintain confidentiality of the proprietary information and trade secrets described in Item 14 and conform to the covenants not to compete as described in Item 17. We may, in our sole discretion, allow franchisees to be corporations, limited liability companies or other entities subject to our approval; however, if a corporation, limited liability company or other entity is allowed to be a franchisee, the individual stockholders, members, etc. must personally guarantee the obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement, including confidentiality and non-competition provisions. If you are a partnership, each partner must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement. They must further agree to be bound by the confidentiality and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interest. All persons with an ownership or voting interest in a non-individual franchise and all individual franchisees who enter into Franchise Agreements must execute a confidentiality/non-competition agreement in the form of our "Confidentiality, Non-solicitation and Non-Competition Agreement" (see Exhibit "L"). Each owner of a non-individual Franchise must sign our standard form of Principal Owner's Guaranty (a copy of

our current form of Principal Owner's Guaranty is attached to the Franchise Disclosure Document as Exhibit "J") and the spouse of each of the owner's must sign a spousal consent (attached to the Franchise Agreement as Exhibit "One B").

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use only those products, services, programs and other items in the operation of your Franchised Business that we have designated in the Franchise Agreement, the Confidential Operating Manual, or specifically approved in writing unless, as to any one or more items, you are prohibited by local law or regulation or unless we have granted you our advance written approval to exclude some items or service. If you would like to sell any product, service or program which is not a part of the System, then you must seek and obtain our advance written permission. If we grant our advance written approval, then the product, service or program in question will become a part of the System (though we will not be required to, but may, authorize it for sale at one or more other Franchised Businesses). We may subsequently revoke our approval. We will own all rights associated with the product, service, equipment or program. You will not be entitled to any compensation in connection with it.

We may add to, delete from or modify the services, products, equipment, programs and other items which you can and must offer or we may modify the System. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

If at any time any Approved Products or any other components of the System are unavailable at your Franchised Business for any reason, and you can affirmatively prove such unavailability, we will identify alternative products or other components of the System that you may offer at your Franchised Business, only until such time as the Approved Product or other component of the System becomes available. When the Approved Product or other component of the System becomes available, you will be required to offer it at your Franchised Business.

You may only sell System products and services at retail, and you may not engage in the wholesale sale and/or distribution of any System product, service, equipment or other component, or any related product or service.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Paragraph 2.1	10 year term.
b. Renewal or extension of the term	Paragraph 3.1	If you are in good standing and not in default under the Franchise Agreement,

Provision	Section in Franchise Agreement	Summary
		you may enter into a successor franchise agreement for a successor term of 10 years, provided that: (i) if you are in an approved leased location, you maintain possession of and agree to remodel and/or expand your Franchised Business, add or replace improvements, equipment and signs and otherwise modify your Franchised Business as we require to bring it into compliance with specifications and standards then applicable for a Franchised Business, or (ii) if you are unable to maintain possession of the Site, or if in our judgment your Franchised Business should be relocated, you secure substitute premises we accept, develop such premises in compliance with specifications and standards then applicable for your Franchised Business and continue to operate your Franchised Business at the Site until operations are transferred to the substitute premises.
c. Requirements for you to renew or extend	Paragraphs 3.1-3.5	Maintain Site or secure substitute Site, bring your Franchised Business into compliance with our then current specifications and standards, sign new Franchise Agreement and ancillary agreements, general releases (subject to state law), satisfactory completion of training and refresher programs, and pay us the fee. On renewal, you may be asked to sign a successor contract with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	None	None
e. Termination by us without cause	None	None
f. Termination by us with cause	Section 16	We can terminate only if you commit one of several violations (subject to State Law, see Exhibit "N").

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined-defaults which can be cured	Section 16	You have 10 days to cure noncompliance with any provision other than Paragraph 16.2 of the Franchise Agreement or the System Standards. You have 10 days to cure monetary defaults and 30 days to have vacated an attachment, seizure, writ, warrant or levy on any Franchised Business or any order or appoint a receiver, trustee or liquidator of you or any Franchised Business.
h. "Cause" defined – non-curable defaults	Section 16	Non curable defaults include material misrepresentation or omission, failure to complete training, failure to comply with management requirements, failure to obtain an approval of the location within the time periods specified for such approvals, failure to open the Franchised Business within 120 days, abandonment, unapproved transfers, conviction of or a plea of no contest to, a felony or other serious crime, violations of anti-terrorism laws of "blocking" of assets under anti-terrorism laws, dishonest or unethical conduct, unauthorized assignment of the Franchise Agreement or of an ownership interest in you or the Franchised Business, loss of the Site, unauthorized use or disclosure of the Confidential Operating Manual or confidential information, failure to pay taxes, repeated defaults (even if cured), an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due. Failure to meet the minimum gross revenue requirements or the development obligations or pay any fees owed.
i. Your obligations on termination/nonrenewal	Section 17	Obligations include payment of outstanding amounts, complete de-identification and return of confidential information (also see (r) below). Ceasing your development activities.
j. Assignment of contract by us	Paragraph 15.1	No restriction on our right to assign.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you-definition	Paragraph 15.2	You, your owners or your affiliate(s)' voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you, or the Franchised Business.
l. Our approval of transfer by you	Paragraphs 15.2-15.5	We have the right to approve all transfers, even to a Business Entity controlled by you.
m. Conditions for our approval of transfer	Paragraph 15.3	New franchisee qualifies, you pay us all amounts due, transferee and its managerial employees agree to complete training, transferee agrees to enter a new Franchise Agreement, transfer fee paid, we approve material terms, you subordinate amounts due to you, and you sign other documents we require-including general releases (also see "r" below).
n. Our right of first refusal to acquire your business	Paragraph 15.8	We can match any offer for an ownership interest in you, your Franchise Agreement or your franchised location provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 60 days to prepare for closing and we receive all customary representations and warranties, as we specify.
o. Our option to purchase your business	Paragraph 17.5	We have the option to buy your Franchise Business, including leasehold rights to the Site, at fair market value after our termination or your termination without cause, of the agreement (but not expiration).
p. Your death or disability	Paragraphs 15.5 and 15.6	Franchise or an ownership interest in you must be assigned to an approved buyer within 6 months and must be run by a trained manager during the period before the assignment. Assignment is subject to our right of first refusal.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Paragraph 9.3 & Section 10	No interest in a Competitive Business, no controlling ownership interest in, or performance of services for, a Competitive Business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 17.4	No interest in competing business for 2 years at, or within 50 miles of the site or Designated Territory or within 15 miles of any other franchisee's Designated Territory in operation or under construction (same restrictions apply after assignment).
s. Modification of the agreement	Paragraph 19.13	Franchise Agreement- No modifications except by written agreement, but Confidential Operating Manual and System Standards are subject to change.
t. Integration/merger clause	Paragraph 19.13	Only the terms of the Franchise Agreement (including the Confidential Operation Manual, System Standards, addenda and exhibits) are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Paragraphs 19.9 and 19.10	Except for certain claims, all disputes must be mediated and arbitrated at our headquarters (subject to State Law, see "P").
v. Choice of forum	Paragraph 19.8	Mediation/Arbitration in Birmingham, Alabama
w. Choice of law	Paragraph 19.5	Alabama law applies (subject to State Law, see Exhibit, "N").

Note: See Exhibit N for state specific and other Addenda and Riders.

The provisions of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq*.).

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of Our franchised and company owned locations, if there is a reasonable basis for the information, and the information is included in this disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) We provide the actual records of an existing outlet you are considering buying; or (2) We supplement the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representation about a franchisee's future financial performance or the past financial performance of our affiliate-owned or franchise outlet. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Franchise Administration Department at 500 Southland Drive Suite 224, Birmingham, AL 35226, (205) 542-1290, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
Systemwide Outlet Summary
For 2022, 2023 and 2024

Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	1	+1
	2024	1	3	+2

Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Company-Owned	2022	1*	2*	+1*
	2023	2*	1*	-1
	2024	1*	1*	0
Total Outlets	**2022**	**1***	**2***	**+1***
	2023	**2***	**2***	**0**
	2024	**2***	**4***	**+2**

***Note:** Our affiliate (Senior Placement Services, LLC) operates one location in Birmingham, Alabama. In 2022, Franchisor operated one company location in Gulfport, Mississippi, which was acquired by a franchisee on March 13, 2023.

TABLE 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For 2022, 2023 and 2024

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

TABLE 3
Status of Franchised Outlets
For 2022, 2023 and 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Louisiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Mississippi	2022	0	1	0	0	1	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total	**2022**	**0**	**1**	**0**	**0**	**1**	**0**	**0**
	2023	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**2**	**0**	**0**	**0**	**0**	**3**

TABLE 4
Status of Company – Owned Outlets
For 2022, 2023 and 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Alabama	2022	1*	0	0	0	0	1*
	2023	1*	0	0	0	0	1*
	2024	1*	0	0	0	0	1*

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Mississippi	2022	0	0	1	0	0	1
	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
Total	**2022**	**1***	**0**	**1**	**0**	**0**	**2***
	2023	**2***	**0**	**0**	**0**	**1**	**1***
	2024	**1***	**0**	**0**	**0**	**0**	**1***

*** Note:** Our affiliate (Senior Placement Services, LLC) operates one location in Birmingham, Alabama. In 2022, Franchisor operated one company location in Gulfport, Mississippi, which was acquired by a franchisee on March 13, 2023.

TABLE 5
Projected Openings As Of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Connecticut	0	1	0
Florida	0	2	0
Louisiana	0	3	0
Missouri	0	1	0
Totals	**0**	**9**	**0**

Exhibit “B” lists the name of our current franchisees and the addresses and telephone number of each of their outlets as of date of issuance.

Exhibit "C" lists the name, city and state, and current business telephone number, or if unknown, the last known home telephone number for each franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who did not communicate with us within ten (10) weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers if you leave the franchise system. No franchisees signed any confidentiality clauses during the last three (3) fiscal years.

There are no trademark specific franchisee organizations associated with the franchise system being offered.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit "A" is our Audited Financial Statement for the period ending December 31, 2022, December 31, 2023 and December 31, 2024.

ITEM 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit "E"	Form of Key-Employee Manager Confidentiality Agreement
Exhibit "G"	Form of Franchise Agreement
	Exhibit "G-Three" State Amendment to Franchise Agreement
Exhibit "H"	Form of Conditional Assignment of Telephone numbers and Listings
Exhibit "I"	Form of Principal Owner's Guaranty
Exhibit "K"	Form of Confidentiality, Non-Solicitation and Non-Competition Agreement for Franchise Agreement
Exhibit "M"	State Specific and Other Addenda and Riders
Exhibit "N"	Form of Release

ITEM 23

RECEIPTS

See Exhibit "P" for detachable receipts.

EXHIBIT "A" TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OF

SHM TRIAD, LLC

EXHIBIT "B" TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

LIST OF FRANCHISEES

(As of December 31, 2024)

FRANCHISEE	ADDRESS	PHONE
Louisiana		
Geaux Big Management Group, L.L.C.	9800 Airline Hwy, Ste 311 Baton Rouge, LA 70813	(225) 296-9030
Mississippi		
Southern Senior Placement LLC*	770 Water Street, Suite 428 Biloxi, Mississippi 39530	(205) 410-4936
Missouri		
Sunday Senior Solutions LLC	1315 Weidman Manor Ct. Ballwin, MO 63011	(636) 373-5639

COMPANY AND AFFILIATE OWNED

(As of December 31, 2024)

ENTITY	ADDRESS	PHONE
Senior Placement Services, LLC	637 Hambaugh Terrace Birmingham, AL 35209	(228) 447-5074

*** Note:** Our affiliate (Senior Placement Services, LLC) operates one location in Birmingham, Alabama.

EXHIBIT "C" TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FORMER FRANCHISEES

FRANCHISEE	ADDRESS	PHONE
None		

EXHIBIT "D" TO THE DISCLOSURE DOCUMENT

FORM OF

CONFIDENTIAL OPERATING MANUAL

TABLE OF CONTENTS

Prime Senior Care
Operations Manual Table of Contents

INTRODUCTION ……...1.0
Welcome to Your Journey 1.1
Our Mission 1.2
Our Vision 1.3
Industry Roadmap 1.4

SUPPORT PROVIDED TO FRANCHISEE 2.0
Brand and Usage 2.1
Policies and Procedure Manual 2.2
Training Program 2.3
Short term and long-term support 2.4

ESTABLISHING YOUR OPERATION 3.0
Entity formation 3.1
Register for Federal Tax Id Number (FEIN) 3.2
Obtain local business license(s) 3.3
Establish financial accounts 3.4
Obtain state licensure 3.5
Knowledge and adherence to federal and state labor laws 3.6
Acquire liability and workers compensation insurance and any other required 3.7
Establish required facility agreements 3.8
Establish accounting system 3.9
Establish secure filing system (electronic and paper 3.10

MARKETING/ADVERTISING 4.0
Market Analysis 4.1
Determination of potential referral sources 4.2
Identify necessary marking literature and collateral 4.3

SERVICE DELIVERY & CLIENT POLICIES..... 5.0
Service Delivery Process 5.1
Assessing Client Need 5.2
Admission of Clients 5.3
Referral of Individuals Not Admitted to Agency 5.4
Re-Admission of Former Clients 5.5
Client Agreement 5.6
Client's Consent for Referral & Release Information 5.7
Monitoring & Follow-up 5.8
Client/Consumer Rights 5.9
Transporting Clients in Private Vehicles 5.10
Assuming Legal Responsibility for Client 5.11
Exploitation of Clients' Finances & Property 5.12
Confidentiality & Privacy of Client Information 5.13
Client Satisfaction Review 5.14
Documentation & Client Records 5.15
Retention & Destruction of Client Records 5.16

Total Number of Pages: 44

EXHIBIT "E" TO THE DISCLOSURE DOCUMENT

FORM OF

KEY-EMPLOYEE MANAGER CONFIDENTIALITY AGREEMENT

KEY-EMPLOYEE MANAGER CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into _____, 20__, between SHM Triad, LLC, an Alabama limited liability company ("Franchisor"), and if applicable, _____ ("Franchisee") and _____ ("Employee").

RECITALS

WHEREAS, Franchisor, as a result of the expenditure of time, skill, and money, has developed and is continuing to develop a system (the "System") for the development and operation of franchises under the name and Mark "Prime Senior Placement," (hereinafter "Business" or sometimes "Franchised Business"); and

WHEREAS, Franchisor identifies the System through certain trade names, trademarks, services marks, symbols, logos, emblems and indicia of origin, including, without limitation, the name "Prime Senior Placement", and other such trade names, trademarks and service marks as Franchisor may develop in the future for the purpose of identifying for the public the sources of services and products marketed under such marks and under the System and representing the System's high standards of quality and service, all of which may be changed, improved and further developed by Franchisor from time to time (collectively, the "Trade Secrets"); and

WHEREAS, the Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Franchisee a limited right pursuant to a Franchise Agreement to operate a Franchised Business using the System and the Trade Secrets for the period defined in the Franchise Agreement; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to the Franchisee and other licensed users of the System of restricting use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees of Franchisee to have access to and use some or all of the Trade Secrets in the management and operation of Franchisee's Business using the System; and

WHEREAS, Franchisee has agreed to obtain from those employees written agreements protecting the Trade Secrets and System against unfair competition; and

WHEREAS, Employee wishes to remain, or wishes to become, an employee of Franchisee; and

WHEREAS, Employee wishes and needs to receive and use the Trade Secrets in the course of his/her employment to effectively perform his/her services for Franchisee; and

WHEREAS, Employee acknowledges that receipt of and the right to use the Trade Secrets in the course of his/her employment to effectively perform his/her services for Franchisee; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Employee some or all of the Trade Secrets relating to the System.

2. Employee shall receive the Trade Secrets in confidence, maintain them in confidence and use them only in the course of his/her employment by Franchisee and only in connection with the management and/or operation by Franchisee of the Franchised Business using the System for so long as Franchisee is licensed by Franchisor to use the System.

3. Employee shall not at any time make copies of any documents or compilations containing some or all the Trade Secrets without Franchisor's express written permission.

4. Employee shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and then only to the limited extent necessary to train or assist other employees of Franchisee in the management or operation of a Franchised Business using the System.

5. Any and all information, know-how, knowledge, techniques and materials made available by Franchisor or by Franchisee under the Franchise Agreement, including without limitation, specifications, guidelines, procedures, items to be offered for sale, computer software, forms and compilations of data all of which shall be deemed confidential Trade Secrets for the purposes of this Agreement.

6. Employee shall surrender the Confidential Operations Manual and such other manuals and written materials as Franchisor shall have developed ("Manual") described in the Franchise Agreement and any other written material containing some or all of the Trade Secrets to the Franchisee or Franchisor upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which the Manual or other information or material may have been furnished to the Employee.

7. Employee shall not, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

8. The Manual is loaned by Franchisor to Franchisee for limited purposes only and remains the property of Franchisor and may not be reproduced, in whole or in part, without the Franchisor's written consent.

Covenants Not to Compete:

1. To protect the goodwill and unique qualities of the System and confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Employee further undertakes and covenants that while he/she is employed by Franchisee, he/she will not:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer or any Franchisor business to any competitor.

b. Own, maintain, engage in or have any interest in any business (other than

the Franchised Business) which is the same as or similar to the Franchised Business including, but not limited to, providing hands-on personal non-medical care, in home care, assistance and companionship care services to seniors and other adults.

2. In further consideration for the disclosure to Employee of the Trade Secrets and to protect the uniqueness of the System, Employee agrees that for two (2) years following the earlier of the expiration, termination or transfer of all Franchisee's interest in the Franchise Agreement or the termination of his/her relationship with Franchisee, the Employee will not, without prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of any Franchisor business to any competitor.

b. Own, maintain, engage in or have any interest in any business which is the same or similar to the Franchised Business including, but not limited to, providing hands-on personal non-medical care, in home care, assistance and companionship care services to seniors and other adults which is located within fifty (50) miles of the Franchised Business, or provides such services to clients within fifteen (15) miles of the perimeter of any Designated Territory of any franchisee operating under the System.

3. Divulge any trade secrets or proprietary information of the Franchisor or Franchised Business.

Miscellaneous

1. Franchisee undertakes to use his/her/its best efforts to ensure that Employee acts as required by this Agreement.

2. Employee agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce this Agreement and shall be entitled, in addition to any other remedies which are available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Employee agrees to pay all expenses (including court costs and reasonable attorney fees) incurred by Franchisor or the Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of this Agreement by Employee shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Employee.

5. **EXCEPT AS STATED BELOW, EMPLOYEE HEREBY IRREVOCABLY SUBMITS HIMSELF/HERSELF TO THE JURISDICTION OF THE STATE COURTS OF THE COUNTY OF SHELBY COUNTY, ALABAMA AND THE FEDERAL DISTRICT COURT FOR THE NORTHER DISTRICT OF ALABAMA IN BIRMINGHAM, ALABAMA. EMPLOYEE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. EMPLOYEE HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM/HER IN ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY ALABAMA OR FEDERAL LAW. EMPLOYEE FURTHER AGREES THAT VENUE FOR ANY LEGAL OR EQUITABLE PROCEEDING**

RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE SHELBY COUNTY, ALABAMA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUCTED UNDER ALABAMA LAW.

6. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Employee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separated, stated in, and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage pre-paid or facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex (provide that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery services within three (3) business days after transmission), to the respective parties.

If directed to Franchisor, the notice shall be addressed to:

SHM Triad, LLC
500 Southland Drive
Suite 224
Birmingham, AL 35226

If directed to the Franchisee, the notice shall be addressed to:

_____

_____

_____

If directed to the Employee, the notice shall be addressed to:

_____

_____

_____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile, telegram or telex shall be deemed given upon transmission, provided confirmation is made as provided above. Any notices sent by expedited delivery service or certified or registered mail shall be deemed given three (3) business days after the time of mailing. Any

change in the above addresses shall be affected by giving fifteen (15) days written notice of such change to the other party. Business day shall be defined as any day other than Saturday, Sunday or any recognized U.S. national holiday.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of the Franchisee and the Employee hereunder may not be assigned by the Franchisee or Employee, as applicable, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by signatures below.

FRANCHISOR:

PRIME SENIOR PLACEMENT FRANCHISING, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

_____

_____

_____

_____

EMPLOYEE:

_____ **(**Legal Seal)

Signature

Name: _____

EXHIBIT "F" TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

State Agencies/Agents for Service of Process		
STATE	**ADDRESS**	**PHONE**
California - Los Angeles Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105	213-576-7500
California - Sacramento	2101 Arena Boulevard Sacramento, CA 95834	916-445-7205
California - San Diego	1455 Frazee Road, Suite 315 San Diego, CA 92108	619-525-4233
California - San Francisco	One Sansome Street, Suite 600 San Francisco, CA 94104-4428	415-972-8565
Hawaii Commissioner of Securities	335 Merchant Street, Room 203 Honolulu, HI 96813-2921	808-586-2722
Illinois Illinois Attorney General	500 South Second Street Springfield, IL 62706	217-782-4465
Indiana Secretary of State	200 W. Washington Street, Room 201 Indianapolis, IN 46204	317-232-6681
Maryland Administrator: Office of the Attorney General Securities Division Agent for Service of Process Maryland Securities Commissioner	200 St. Paul Place, 20th Floor Baltimore, MD 21202-2020 200 St. Paul Place Baltimore, MD 21202-2020	410-576-6360
Michigan Administrative State of Michigan Department of Attorney General Agent for Service of Process Department of Commerce, Corporations, Securities & Licensing Bureau	G. Menne Williams Building 525 W. Ottawa Street Lansing, MI 48909 2407 N. Grand River Ave. Lansing, MI 48906	517-335-7622
Minnesota Minnesota Commissioner of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198	651-539-1600
New York Administrator: New York State Department of Law Investor Protection Bureau Agent for Service of Process Secretary of State	28 Liberty Street, 21st Floor New York, NY 10005 99 Washington Avenue Albany, NY 1223	212-416-8222 518-473-2492
North Dakota North Dakota Securities Commissioner	600 East Boulevard Avenue, State Capital, 5th Floor Bismarck, ND 58505	701-328-2910
Rhode Island Department of Business Regulation	1511 Pontiac Avenue Cranston, RI 02920	401-462-9587
South Dakota Director of Division of Securities	124 S. Euclid Ave., Suite 104 Pierre, SD 57501-3185	605-773-4823
Virginia Clerk of the State Corporation Commission	1300 E. Main Street, 1st Floor Richmond, VA 23219-3630	804-371-9051
Washington Director of Dept. of Financial Institutions	150 Israel Road, SW Tumwater, WA 98501	360-902-8760
Wisconsin	345 W. Washington Ave., 4th Floor Madison, WI 53703	608-266-8557

EXHIBIT "G" TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISE AGREEMENT

SHM TRIAD, LLC

FRANCHISE AGREEMENT

SHM TRIAD, LLC

FRANCHISE AGREEMENT

1. Introduction 1
   1.1 Franchise Business. 1
   1.2 Confirmations. 1
   1.3 Representations. 2
   1.4 Business Organization and Ownership Information. 2
2. Grant and Term. 3
   2.1 Term. 3
   2.2 Grant. 3
   2.3 Performance. 3
   2.4 Rights We Reserve. 3
3. Successor Terms. 4
   3.1 Your Right to Acquire a Successor Franchise. 4
   3.2 Grant of a Successor Franchise. 5
   3.3 Agreements/Releases. 5
   3.4 Training and Refresher Programs. 6
   3.5 Subsequent Successor Franchises. 6
   3.6 Fees and Expenses. 6
4. Designated Territory, Site Selection and Development. 6
   4.1 Designated Territory. 6
   4.2 Lease. 7
   4.3 Ownership and Financing. 8
5. Franchised Business Operating Assets. 8
   5.1 Operating Assets and Franchised Business Materials. 8
   5.2 Changes to Approved Suppliers. 8
   5.3 Opening. 9
6. Fees. 9
   6.1 Initial Franchise Fee. 9
   6.2 Continuing License Fee. 10
   6.3 Electronic Funds Transfer and Payment Procedure. 10
   6.4 Definition of "Gross Revenues". 11
   6.5 Interest on Late Payments. 11
   6.6 Late Payment Penalties. 11
   6.7 Application of Payments. 11
   6.8 Payment Offsets. 12
   6.9 Discontinuance of Service. 12
7. Training and Assistance. 12
   7.1 Training. 12
   7.2 Marketing Training Program and Ongoing Assistance. 12
   7.3 Additional Training. 12
   7.4 General Guidance. 13
8. Marks. 13
   8.1 Ownership and Goodwill of Marks. 13
   8.2 Limitations on Your Use of Marks. 13
   8.3 Notification of Infringements and Claims. 14

8.4 Discontinuance of Use of Marks. 14
8.5 Signage. 14
8.6 Copyrights. 14
9. Confidential Information. 15
9.1 Types of Confidential information. 15
9.2 Disclosure and Limitations on Use. 15
9.3 Confidentiality Obligations. 16
9.4 Exceptions to Confidentiality. 16
10. Exclusive Relationship. 16
11. Operation and System Standards 17
11.1 Confidential Operating Manuals. 17
11.2 Compliance with System Standards. 17
11.3 Modification of System Standards. 18
11.4 Interior and Exterior Upkeep 19
11.5 Hours of Operation. 19
11.6 Accounting, Computers and Records. 19
11.7 Computer System. 19
11.8 Trade Accounts and Taxes. 20
11.9 Proprietary Materials. 20
11.10 Approved Products. 20
11.11 Management. 20
11.12 Personnel. 20
11.13 Insurance. 20
11.14 Adequate Reserves and Working Capital 22
11.15 Variation of Terms. 22
11.16 Client Complaints 22
11.17 Data: Ownership of Data 22
11.18 PCI Compliance and Credit Cards 22
11.19 Privacy Laws 23
11.20 Your Purchases 23
11.21 Your Protection of Personally Identifiable Information 24
12. Marketing and Promotion 24
12.1 Establishment of Marketing and Technology Fund. 24
12.2 Local Advertising. 26
12.3 Directory Listings. 26
12.4 Websites. 26
13. Records, Reports and Financial Statements. 28
13.1 Accounting System. 28
13.2 Reports. 28
13.3 Access to Information. 28
13.4 Copies of Reports. 28
14. Inspections and Audits. 29
14.1 Our Right to Inspect the Franchised Business. 29
15. Transfer. 29
15.1 By Us. 29
15.2 By You. 29
15.3 Conditions for Approval of Transfer. 30

15.4 Transfer to a Business Entity. 31
15.5 Transfer Upon Death or Disability. 31
15.6 Operation Upon Death or Disability. 32
15.7 Effect of Consent to Transfer. 32
15.8 Our Right of First Refusal. 32

16. Termination of Agreement. 33
16.1 By Us. 33
16.2 Your Failure to Pay Constitutes Your Termination of This Agreement. 34
16.3 Cross-Default. 34
16.4 Options Prior to Termination. 35

17. Rights and obligations Upon Termination. 36
17.1 Payment of Amounts Owed to Us. 36
17.2 Marks and De-Identification. 36
17.3 Confidential Information. 37
17.4 Competitive Restrictions. 37
17.5 Our Right to Purchase. 38

18. Relationship of the Parties/Indemnification. 39
18.1 Independent Contractors. 39
18.2 No Liability for Acts of Other Party. 39
18.3 Taxes. 40
18.4 Indemnification. 40

19. Enforcement. 41
19.1 Severability and Substitution of Valid Provisions. 41
19.2 Waiver of Obligations. 41
19.3 Franchisee May Not Withhold Payment Due Franchisor. 41
19.4 Force Majeure. 42
19.5 Governing Law. 42
19.6 Binding Effect. 42
19.7 Construction. 42
19.8 Judicial Enforcement, Injunction and Specific Performance. 42
19.9 Mediation. 43
19.10 Arbitration. 43
19.11 Third Party Beneficiaries. 44
19.12 Class Claims. 44
19.13 Entire Agreement. 44
19.14 Certain Definitions. 44
19.15 Time Is of the Essence. 45
19.16 Anti-Terrorism Compliance. 45
19.17 Our Withholding of Consent Your Exclusive Remedy. 45
19.18 Notices. 45

20. Spousal Consent. 46

EXHIBITS

Exhibit “G-One” Zip Codes or Map of the Designated Territory

Exhibit “G-Two” Spousal Consent

Exhibit “G-Three” State Required Amendment to Franchise Agreement

SHM TRIAD, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is effective as of the _____ day of _____, 20___ (the "Agreement Date"). The parties to this Agreement are SHM Triad, LLC, An Alabama Limited Liability Company, with its principal business address at 500 Southland Drive, Suite 224, Birmingham, AL 35226 (referred to in this Agreement as "Franchisor," "we," "us" or "our"), and _____, whose principal business address is _____ (referred to in this Agreement as "Franchisee," "you" or "your").

1. Introduction.

1.1 Franchised Business.

We and our affiliate have expended considerable time and effort in developing a system that is owned by Franchisor, relating to the establishment, development and franchising of a business providing a senior placement and consulting business assisting families and seniors to find prime locations for seniors to live and meet their daily living needs and activities. We operate under the Marks (defined below) and under distinctive business formats, methods, procedures, designs, layouts, equipment, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (collectively, the "System").

We use, promote and license certain trademarks, services marks and other commercial symbols in the operation of our Franchised Business, including the trade name, trademarks and service marks "Prime Senior Placement" and other associated designs, artwork and trade dress, which have gained and continue to gain public acceptance and goodwill, and we may create, use and license additional trademarks, service marks and commercial symbols in conjunction with the operation of the Franchised Business (collectively, the "Marks"). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, a franchise to own and operate a Prime Senior Placement franchise offering the products and services we authorize and approve and utilize the System. You have applied for a franchise to own and operate one Franchised Business.

1.2 Confirmations.

You confirm and agree that:

a. you understand and accept the terms, conditions and covenants contained in this Agreement as being necessary to maintain our high standards of quality and service and the uniformity of those standards at each Franchised Business and to protect and preserve the goodwill of the Marks;

b. you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by the Franchised Business may evolve and change over time;

c. in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such person as a result of this Agreement are solely between you and us; and

d. we have provided to you a copy of our Franchise Disclosure Document at least 14 calendar days prior to the execution of the Franchise Agreement or our receipt of any consideration from you.

1.3 Representations.

You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise. We have approved your request to purchase a franchise partially in reliance on all of your representations.

1.4 Business Organization and Ownership Information.

If you have obtained our prior approval and Franchisee is a corporation, partnership, limited liability company or other form of legal entity, Franchisee and the owners agree, represent, and warrant and covenant that:

a. you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

b. your organizational or governing documents will recite that the issuance and transfer of any ownership interests by you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

c. Franchisee shall provide to Franchisor prior to the execution of this Agreement, true and correct copies, as applicable, of Franchisee's articles of incorporation, by laws, partnership agreement, articles of organization and limited liability company operating agreement or limited liability agreement and other governing documents and amendments thereto, as well as resolutions of the Board of Directors, partners or members authorizing entry into and performance of this Agreement. During the term of this Agreement, Franchisee shall promptly provide to Franchisor true and correct copies of any amendments or other changes to such governing documents. No such documents shall contain any provision that is contrary to or inconsistent with any provision of this Agreement;

d. you and your owners agree to revise the Principal Owner's Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval, which shall not be unreasonably withheld);

e. a Principal Owner of the Business Entity (with ownership of at least 10% of its voting securities) must: (i) have management responsibility and authority over the Franchised Business on a day-to-day basis; (ii) oversee the Franchised Business operations; (iii) be bound by our then-current form of Confidentiality Agreement (or other form satisfactory to us); and (iv) satisfactorily complete our initial training program and any other training programs we request during the term; and

f. each of your owners during the term of this Agreement will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owner's Guaranty is attached to the Franchise Disclosure Document. The

spouse of each of your owners will execute a spousal consent in the form attached hereto as Exhibit G-Two.

2. Grant and Term.

2.1 Term.

The term of the Franchise and this Agreement begins on the Agreement Date and expires ten (10) years from the Agreement Date. This Agreement may be terminated before it expires in accordance with its terms.

2.2 Grant.

Subject to the terms of and upon the conditions contained in this Agreement, we grant you a franchise (the "Franchise") to: (a) operate one Franchised Business in the Designated Territory set forth and described in Exhibit G – One attached hereto and made a part hereof, and in no other territory (temporary or permanent); (b) use the Marks solely in connection with operating the Franchised Business; and (c) use the System in its operation. Except as set forth in Paragraph 2.4 and its sub-paragraphs below, as long as you are in compliance with this Agreement, we will not grant a franchise to anyone else to operate, or ourselves operate, a Franchised Business within the Designated Territory.

2.3 Performance.

You agree that you will at all times faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the Franchised Business and not engage in any other business or activity that conflicts with your obligations to operate the Franchised Business in compliance with this Agreement. You may not operate the Franchised Business from any location other than in the Designated Territory without our prior written consent. At all times, either you or one of your Principal Owners must meet our qualifications for management responsibility and authority over the operations of the Franchised Business. In addition, at all times the Franchised Business must be managed by a general manager who has satisfactorily completed our Initial Training program.

2.4 Rights We Reserve.

Notwithstanding any of the foregoing, we (and our affiliate) retain the right in our sole discretion to:

a. establish, and grant to other franchisees the right to establish, franchises anywhere outside the Designated Territory, on such terms and conditions as we deem appropriate (even immediately outside the border of the Designated Territory), but not within the Designated Territory set forth in this Agreement and you continue to operate under it;

b. operate, and grant franchises to others to operate businesses, whether inside or outside the Designated Territory, specializing in the sale of products or provisions of services, other than a Competitive Business or a franchise business, using certain of the Marks and pursuant to such terms and conditions as we deem appropriate;

c. operate, and grant franchises to others to operate businesses or provide other services, whether inside or outside the Designated Territory, that do not use any of the Marks;

d. you cannot advertise for or attempt to solicit clients outside your Designated Territory without our prior written consent. Upon our demand you must discontinue using all advertising and telephone numbers which are active in the area outside your territory and direct the

telephone company serving you to transfer to Franchisor or a person or entity we designate, all of the telephone numbers registered to you which are active in the area outside your Designated Territory. You cannot provide any services outside your Designated Territory without our written authorization; and

e. you agree that we have the right, now, or in the future, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as "Prime Senior Placement " operating under the Marks or any proprietary marks or any of their marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be within the "Designated Territory" or proximate thereto, or proximate to any of the Franchisee's locations).

We will have the right to assign this agreement, and all of its rights and privileges under this agreement, to any person, firm, corporation or other entity.

You agree and affirm that we may sell ourself, our assets, Marks or other proprietary marks and/or our System to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's name(s), Marks, proprietary marks (or any variation thereof) and system and/or the loss of association with or identification of "Prime Senior Placement" as Franchisor under this Agreement. You specifically release any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

If we assign our rights in this Agreement, nothing herein shall be deemed to require us to remain in the same or similar business or any business which we now conduct or to offer to sell any items, products or services to you.

3. Successor Terms.

3.1 Your Right to Acquire a Successor Franchise.

This Agreement expires ten (10) years from the Agreement Date. Upon expiration, if you (and each of your owners) have substantially complied with this Agreement during its term, and provided that:

a. you agree to expand the Franchised Business, add or make replacements of or to, any improvements, equipment, computers, software, System components, and otherwise modify the Franchised Business as we require to bring it into compliance with specifications and standards then applicable for our franchises; or

b. if you are unable to maintain possession of the office site, or if in our judgment the Franchised Business should be relocated, you secure substitute premises accepted by us, you develop such premises in compliance with specifications and standards then applicable for the Franchised Business and continue to operate the Franchised Business at the Site until operations are transferred to the substitute premises, then, subject to the terms and conditions set forth in this Section 3, you will have the privilege to apply for successor franchises to operate the Franchised Business as a Franchised Business ("Successor Franchise"), for one (1) additional ten (10) year period on the terms and conditions of the franchise agreement we are then using in granting Successor

Franchises for Franchised Businesses, which may contain materially different terms and conditions than this Agreement.

3.2 Grant of a Successor Franchise.

a. Your Election: You agree to give us written notice of your election to acquire a Successor Franchise during the first 90 days of the 9th year of this Agreement or during the first 90 days of the 9th year of the term of the 10-year Successor Franchise. We agree to give you written notice ("Response Notice"), not more than 90 days after we receive your notice, of our decision:

(i) to grant you a Successor Franchise;

(ii) to grant you a Successor Franchise on the condition that deficiencies of the Franchised Business, or in your operation of the Franchised Business are corrected; or

(iii) not grant you a Successor Franchise based on our determination that you and your owners have not substantially complied with this Agreement during its term.

b. Response Notice: If applicable, our Response Notice will:

(i) describe the remodeling (if applicable) and/or expansion of the Franchised Business and other improvements or modifications required to bring the Franchised Business into compliance with the applicable specifications and standards for Franchised Businesses; and

(ii) state the actions you have to take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

If we elect not to grant a Successor Franchise, the Response Notice will describe the reasons for our decision. Your right to acquire a Successor Franchise is subject to your continued compliance with all of your terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in the Response Notice.

c. Deficiencies: If our Notice states that you must cure certain deficiencies of the Franchised Business or its operation as a condition to the grant of a Successor Franchise, we will give you written notice of a decision not to grant a Successor Franchise unless you cure such deficiencies, not less than 90 days prior to the expiration of this Agreement. However, we will not be required to give you such notice if we decide not to grant you a Successor Franchise unless the state law of your Designated Territory requires notice of our decision not to grant a Successor Franchise then in that event, we will provide notice at least 90 days prior to the expiration of this Agreement, if such notice is required. We may extend the term of this Agreement for such period of time as is necessary in order to provide you with either reasonable time to correct deficiencies or 90 days' notice of our refusal to grant a Successor Franchise.

d. Decision Not to Grant: If we decide not to grant a Successor Franchise then in that event, we will provide notice at least 90 days prior to the expiration of this Agreement, if such notice is required. We may extend the term of this Agreement for such period of time as is necessary in order to provide you with either reasonable time to correct deficiencies or 90 days' notice of our refusal to grant a Successor Franchise.

3.3 Agreements/Releases.

If you satisfy all of the other conditions to the grant of a Successor Franchise, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we are then

customarily using in connection with the grant of Successor Franchises. You and your owners further agree to execute general releases, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns. Failure by you or your owners to sign such agreements and releases and deliver them to us for acceptance and execution within 60 days after their delivery to you will be deemed an election not to acquire a Successor Franchise.

3.4 Training and Refresher Programs.

Our grant of a Successor Franchise is also conditioned on the satisfactory completion by you (or and Operating Partner of yours approved by us) of any new training and refresher programs as we may reasonably require. You are responsible for travel, living and compensation costs of attendees.

3.5 Subsequent Successor Franchises.

The fees and other conditions for any later granting of subsequent Successor Franchises will be governed by the Successor Franchise agreement (then in existence).

3.6 Fees and Expenses.

Our grant of a Successor Franchise is also conditioned on your payment to us of a Successor Fee of $5,000 at the end of the term. We must receive the fee from you when you sign the Successor Franchise Agreement.

4. Designated Territory, Site Selection and Development

4.1 Designated Territory.

a. Franchisor may in its sole discretion, grant you a franchise to operate a Franchised Business within the Designated Territory described in Exhibit "G-One".

b. You may not perform any business, nor services, or actively market for customers geographically located outside your Designated Territory described in Exhibit "G-One". If you request, and we approve your request in writing, to service customers in territories outside your Designated Territory described in Exhibit "G-One", and subsequently withdraw our approval or award a Franchise to another franchisee whose Designated Territory includes customers that you have been servicing, all information regarding these customers is to be immediately transferred to us. In addition, you will immediately discontinue any and all solicitation of customers in said geographical area and will refer any request for service outside your Designated Territory to the franchisee who has acquired the Franchise for the geographical area. You will receive no compensation for the cessation of service or delivery of information we require from you and your failure to comply with our written notice requiring cessation and customer transfer is a default under this Franchise Agreement and may result in the termination of the Franchise Agreement.

c. A Franchisee may service a client residing outside of that Franchisee's territory if that Franchisee receives a referral from one of the Franchisee's existing clients and the referral is approved by Franchisor. Additionally, a Franchisee may service a client residing outside of that Franchisee's territory if the referral comes from a Franchisor third party referral source.

If the Franchisee places a client outside Franchisee's territory and the referral was approved by Franchisor, the Franchisee placing the client will pay a referral fee to the Franchisee in whose territory the referral is placed or if no Franchisee is located in the territory where the referral is placed,

then Franchisee shall pay Franchisor the referral fee. The referral fee shall equal 30% of the placement fee received by the Franchisee. This referral fee shall be in addition to the monthly Continuing License Fee or any other monthly fees paid by the Franchisee. Failure to pay the placement fee to the Franchisee in whose territory where a referral is placed or if no Franchisee is located in the territory then to the Franchisor, shall result in Franchisee paying a penalty to Franchisor equal to 100% of the amount of Franchisee's Initial Franchise Fee plus the amount of $500 per month from the date the referral was placed until the date the penalty is declared due by Franchisor. The penalty shall be due and payable upon notice from Franchisor.

4.2 Lease.

4.2.1 Lease of Site:

Your Prime Senior Placement franchise may be conducted from your home if federal, state and local law permits you to conduct business from your home. If you are leasing a site, you agree that lease you must enter into an acceptable lease agreement for the approved site within 180 days from the execution of this Franchise Agreement. In order for us to accept the lease, you agree to deliver copies of the proposed lease agreement and related documents to us prior to signing them. You agree not to sign any lease agreement or related documents (or any renewal of it) unless we have previously approved them. Our approval, which will not be unreasonably withheld, will be limited to ensuring that the lease is consistent with this Agreement. If we approve the lease, you agree to deliver a copy of the signed lease to us within 15 days after its execution along with the Lease Assignment.

4.2.2 Mandatory Lease Terms:

We may require that the lease or any renewal contain certain provisions, including the following:

(i) a provision which expressly permits the lessor of the Site to provide us with all revenue and other information lessor may have related to the operation of your Franchised Business as we may request;

(ii) a provision which requires the lessor to contemporaneously provide us with copies of any written notice of default under the lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under the lease (should you fail to do so) within 15 days after the expiration of the period in which you may cure the default;

(iii) a provision which evidences your right to display the Marks in accordance with the specifications required by the, Confidential Operating Manual subject only to the provisions of applicable law;

(iv) the premises must be operated as a Franchised Business.

4.2.4 No Warranty:

You acknowledge that our approval of the lease for the Site does not constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a franchised business operated at the Site. Such approval indicates only that we believe that the Site and the terms of the lease fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to have an attorney review and evaluate the lease.

4.3 Ownership and Financing.

Instead of leasing a Site, you may propose to purchase, construct, own and operate a Franchised Business on real property owned by you or through an affiliate. You must meet certain conditions if you or an affiliate own a Site or at any time prior to acquisition, or subsequently, you or your affiliates propose to obtain any financing with respect to the Site or for your Franchised Business or for any Operating Assets in which any of such items are pledged as collateral securing your performance. The form of any purchase contract with the seller of a Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be approved by us before you sign them. Our consent to them may be conditioned upon the inclusion of various terms and conditions, including the following:

A provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser;

5. Franchised Business Operating Assets.

5.1 Operating Assets and Franchised Business Materials.

You agree to acquire all services, supplies, materials, products for use in connection with your franchised business (collectively, the "Franchised Business Materials") and all fixtures, furnishings, equipment, signs and electronic or computerized devices and services (including computers, POS, e-mail, internet services, hardware and software) (the "Operating Assets") from suppliers we have previously approved. We will only approve suppliers whose Materials and Operating Assets meet the quality standards that we establish from time to time. You agree to only place or display at the Site (interior and exterior) such signs, emblems, lettering, logos and display materials that we periodically approve. We may require that you purchase or lease Operating Assets and "Franchised Business Materials" through any form of a "business to business," e-commerce, Internet supply network that we may designate, establish or participate in from time to time. You also agree that we or our agents, at any reasonable time, may remove any Operating Asset from Franchised Business Materials, without compensation to you, if such Operating Assets are deemed by us or our agents to not be approved for use at Franchised Business or be deemed to be a public health and/or safety risk. In the event such Operating Asset is removed, we may replace such Operating Asset or make arrangements to have such Operating Asset Serviced, repaired and/or cleaned at your expense. Any expense we incur will be due and payable by you to us upon demand.

5.2 Changes to Approved Suppliers.

If you want to propose a new supplier of Franchised Business Materials or Operating Assets, you agree to submit the supplier to us, on our "Supplier Approval Form," and at the time you submit the "Supplier Approval Form", provide us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular item and to be responsible for any expenses incurred in the process by us or you. We will have 30 days from receipt of the information to approve or reject the proposed new supplier or items. We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole. We may terminate or withhold approval of any Franchised Business Materials or Operating Assets, or any supplier of such item that do not meet our quality standards by giving you written notice. If we do so, you agree to immediately stop purchasing from such supplier or using such Franchised Business Materials or Operating Assets

in your Franchised Business until we notify you that such supplier or such Franchised Business or Operating Assets meet our quality standards. At our request, you agree to submit to us sufficient information about a proposed supplier and samples of the proposed Franchised Business Materials or Operating Assets for our examination so that we can determine whether they meet our quality standards. We also have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense. We reserve the right, at our option, to re-inspect or re-test from time to time the facilities and products, Operating Assets or other items of any approved supplier and to revoke approval upon a supplier's failure to meet any of our then-current criteria. Nothing hereinabove shall be construed to require us to approve any particular supplier. Your failure to comply with the provisions of Paragraph 5.5 shall be deemed a material breach under this Agreement. We have and reserve the right to receive compensation or other consideration from approved suppliers and service providers based on our or our franchisees' purchases from these suppliers and on our designating the supplier as an approved supplier even if these suppliers include these fees in their prices to us or our franchisees.

5.3 Opening.

You agree not to open the Franchised Business for business until:

a. we approve the Franchised Business as developed in accordance with our specifications and standards;

b. pre-opening training of you and your personnel has been completed to our satisfaction including operator certification at our training facility or an approved training site;

c. the Franchise Fee and all other amounts then due to us have been paid;

d. we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept;

e. we have received signed counterparts of all required documents pertaining to your acquisition of the Site;

f. if we, in our sole discretion approve you to be a business entity, we have received your Articles of Incorporation, Partnership Agreements and/or other organizational documents; and

g. any pre-opening marketing requirements have been completed to our satisfaction.

You agree to commence construction of (or remodeling in the case of your purchase of an existing building) the Franchised Business within 60 days after the date of this Franchise Agreement. You also agree that time is of the essence and except for unavoidable delay or failure to perform [Force Majeure] you must complete all Site Selection, Development and Opening obligations within 120 days from the date of this Franchise Agreement.

6. Fees.

6.1 Initial Franchise Fee.

Franchisee shall pay to Franchisor an Initial Franchise Fee in the amount of Forty Five

Thousand Dollars ($45,000). The Initial Franchise Fee is payable concurrently with Franchisee's execution of the Franchise Agreement and is non-refundable. Franchisee agrees that the grant of this Franchise constitutes the sole consideration for payment of the Initial Franchise Fee.

For an existing Franchisee purchasing an additional Franchise before the fourth calendar year after the date of execution of this Franchise Agreement, not a transfer, the initial Franchise Fee is reduced to $30,000 for any subsequent Franchise Agreement and Franchisee must sign the then current Franchise Agreement. We reserve the right to discontinue this program (reduction of initial Franchise Fee of new locations for existing Franchisees) at any time in our sole discretion.

6.2 Continuing License Fee.

You agree to pay us a monthly Continuing License Fee as follows:

- $1,000 per month for twelve calendar months, beginning the first day of the fourth calendar month from the date of Franchise Agreement execution and continuing through the last day of month fifteen from the date of Franchise Agreement execution;

- $1,500 per month beginning the first day of the sixteenth calendar month from the date of Franchise Agreement execution and continuing through the last day of the twenty eighth calendar month from the date of Franchise Agreement execution;

- $2,500 per month beginning the first day of the twenty ninth calendar month from the date of Franchise Agreement execution and continuing through the last day of the eighty sixth calendar month from the date of Franchise Agreement execution;

- $3,000 per month beginning the first day of the eighty seventh calendar month from the date of Franchise Agreement execution and continuing thereafter during the initial term of the Franchise Agreement, or if we approve a Successor Franchise Agreement then continuing during the term of the Successor Franchise Agreement.

- All Continuing License Fee payments are payable in consecutive monthly payments on the first Monday of each month.

We must receive the Continuing License Fee on or before the Payment Day of each month.

6.3 Electronic Funds Transfer and Payment Procedure.

We require you to pay all payments of the Continuing License Fee or any other amounts due us under this Agreement to us by electronic funds transfer. We will designate the day of each week (the "Payment Day") for the Continuing License Fee payment or payment of other amounts due us under this Agreement. We may designate different Payment Days for different amounts due us under this Agreement (e.g. Continuing License Fee, Marketing and Technology Fund fee, etc.). You agree to comply with the procedures we specify in our Confidential Operating Manual and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. You will give us authorization, in a form that we designate, to initiate debit entries or credit correction entries to the Franchised Business bank operating account (the "Account") for payments of Continuing License Fees, Marketing and Technology Fund fees and other amounts due under this

Agreement, including any applicable interest charges. You will make the funds available in the Account for withdrawal by electronic transfer no later than the Payment Day. The amount actually transferred from the Account to pay weekly Continuing License Fees, Marketing and Technology Fund fees will be based on Gross Revenue reported to us. If you have not reported the Franchised Business Gross Revenue for any reporting period, we will transfer from the Account an amount calculated in accordance with our reasonable estimate of the Franchised Business Gross Revenue during any such reporting period, provided, however that the minimum amount will be five hundred dollars ($500) per week that we will debit if you have not reported Gross Revenue in the reporting period. If we determine at any time that you have under-reported Gross Revenue or underpaid Continuing License Fees or other amounts due to us, we will be authorized to immediately initiate a transfer from the Account in the appropriate amount in accordance with the foregoing procedures, including applicable interest and late charges. Any overpayment will be credited to the Account through a credit, effective as of the first reporting date after you and we determine that such credit is due. A fee of one hundred dollars ($100) per occurrence will be due to us for each insufficient electronic funds transfer.

6.4 Definition of "Gross Revenues".

As used in this Agreement, the term "Gross Revenues" means all revenue you bill/invoice (whether or not collected), plus all amounts you derive, from operating the Franchised Business, including, but not limited to all services and products sold, all amounts that you charge, invoice or receive from any activities or services whatsoever, including any that are in any way associated with the Marks, and whether from cash, check, barter, credit or debit card or credit transactions; but excluding (1) all federal, state or municipal sales, use or service taxes collected from clients and paid to the appropriate taxing authority and (2) customer refunds, adjustments, credits, and allowances actually made by the Franchised Business.

6.5 Interest on Late Payments.

All amounts which you owe us will bear interest after their due date at the annual rate of 18% or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, the Franchised Business. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 16 of this Agreement.

6.6 Late Payment Penalties.

All Continuing License Fees, Marketing and Technology Fund fees, amounts due for purchases by you from us, and any interest accrued thereon, and any other amounts which you owe us, or our affiliate, are subject to a late payment fee of 10% of the amount due. The late payment fee is due immediately on any delinquent payments. The provision in this Agreement concerning late payment fees survives termination or expiration of this Agreement and does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance the operation of, your Franchised Business.

6.7 Application of Payments.

Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

6.8 Payment Offsets.

We may set off from any amounts that we may owe you any amount that you owe to us for any reason whatsoever, including without limitation, Continuing License Fees, Marketing and Technology Fund fees, late payment penalties and late payment interest, amounts owed to us for purchases or services or for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us from time to time. In particular, we may retain any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us at any time. We will notify you monthly if we do so.

6.9 Discontinuance of Service.

If you do not pay amounts due to us timely under this Agreement, we may discontinue any services to you, without limiting any of our other rights in this Agreement.

7. Training and Assistance.

7.1 Training.

Before the Franchised Business opens, we or our designee will furnish the initial 24 hour training program ("Initial Training") to the majority owner and/or operating partner, general manager, assistant manager, and operating manager, (the "Operating Manager"). The Operating Manager of the Franchised Business must successfully and fully complete the Initial Training and pass the training certificate process (the "Training Certificate") conducted at a location we designate. Although we, or our designee, will furnish the Initial Training to the Operating Manager, or Franchisee at no additional fee or other charge, you will be responsible for all travel and living expenses which the Operating Manager and/or approved employees incur in connection with the training. Franchisee must pay us a fee in the amount of $350 per day for each replacement Trainee trained by us, or our designee, or each person provided the Initial Training by us, or our designee, other than the initial trainees.

7.2 Marketing Training Program and Ongoing Assistance.

We will provide marketing training to you for three days (total of 24 hours) in the marketing of the Franchised Business. We, or our designee, will also provide additional or refresher training programs for you and your employees as we deem appropriate. We will provide you, from time to time with advice and materials concerning techniques of managing and operating the Franchised Business. At your request, we may provide additional or refresher training in form and content as we deem appropriate available at your Franchised Business or at other locations we designate for an additional fee (the "Additional Training Fee") at the rate of $350 per day plus travel and living expense, minimum of one (1) day charge.

7.3 Additional Training.

If, at any time after the Franchised Business opens, you hire additional management personnel or replace one or more of your Operating Partners, you must ensure that such new employees are satisfactorily trained and certified at an approved training location at your expense. You agree to furnish meals to our, or our designee's, training personnel during the time when your Franchised Business is in operation when they are at your Franchised Business, at no cost to us. We may require the Trainees and/or other previously trained and experienced managers or employees to

attend periodic refresher training courses at such times and locations that we designate. You must pay to us, or our designee, the Additional Training Fee set forth in Paragraph 7.2.

7.4 General Guidance.

We will advise you from time to time regarding the operation of the Franchised Business based upon reports you submit to us or inspections we make. In addition, we will furnish guidance to you with respect to:

a. standards, specifications and operating procedures and methods utilized by the Franchised Business;

b. purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies;

c. scheduling caregivers;

d. use of suppliers, approved products, volume buying;

e. advertising and marketing programs;

f. employee training; and

g. administrative, bookkeeping and accounting procedures.

Such guidance will, at our discretion, be furnished in our Confidential Operating Manual, bulletins or other written materials and/or during telephone consultations and/or additional training.

8. Marks.

8.1 Ownership and Goodwill of Marks.

Your right to use the Marks is derived solely from this Agreement and limited to your operation of Franchised Business at the approved Site pursuant to and in compliance with this Agreement and all System Standards we prescribe from time to time during its term. Your unauthorized use of the Marks will be a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Franchised Business in compliance with this Agreement). All provisions of this Agreement apply to any additional proprietary trade and service marks and commercial symbols we authorize you to use.

8.2 Limitations on Your Use of Marks.

You agree to use the Marks as the sole identification of the Franchised Business, except that you agree to identify yourself as the independent owner in the manner we prescribe in the Confidential Operating Manual or otherwise. We may place a conspicuous notice at a place we designate in your Franchised Business identifying you as its independent owner and operator. You agree not to remove, destroy, cover or alter that notice without our prior consent. If you do not do so, we may accomplish the notice or identification as we see fit, and you agree to reimburse us for doing so. You may not use any Mark as part of any corporate or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with any social media

networking, including but not limited to, any postings on a social media site or social media network sites nor with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Mark may be used in any advertising concerning the transfer, sale or other disposition of the Franchised Business or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe at the Franchised Business, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

8.3 Notification of Infringements and Claims.

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trade Mark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

8.4 Discontinuance of Use of Marks.

If we deem it advisable at any time in our sole control for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any direct or indirect loss, including loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

8.5 Signage.

Your signage must comply with all state and local laws, ordinances and any covenants agreed to within your lease, you must limit your signage to "**Prime Senior Placement**". The use of any other language is forbidden. If you employ any signage that does not comply with this Agreement, you will be in material breach of this Agreement. The signage must also incorporate the specific letter style/color and curvature associated with "Prime Senior Placement" logo or other mark or logo we may, in our sole discretion, designate in writing from time to time. You must not use a sign that deviates from the standard logo unless and until you have submitted a request for such deviation to us in writing with drawings and we have approved such deviation in writing.

8.6 Copyrights.

All right, title and interest in and to all materials, artwork, and designs used with the Marks or in association with the System are our sole and exclusive property and cannot be replaced or replicated either during or after this Agreement. You have no right to make any direct or indirect use of Copyright Materials except as permitted under this Agreement.

9. Confidential Information.

9.1 Types of Confidential information.

We possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to the development and operation of the Franchised Business which includes (without limitation):

a. the System and the know-how related to its use;

b. methods in obtaining licensing and meeting regulatory requirements;

c. sources, design and methods of use of equipment, forms, materials, supplies, websites, Internet, "business to business" or "business to customer" networks or communities and other e-commerce methods of business;

d. any marketing, advertising and promotional programs for the Franchised Business;

e. staffing and delivery methods and techniques for personal services;

f. the selection, testing and training of managers and personnel for the Franchised Business;

g. the qualification and investigation methods to secure Senior Placement locations;

h. any computer software we make available in the future or recommend for the Franchised Business;

i. methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation, advertising, marketing and franchising of the Franchised Business;

j. knowledge of specifications for and identities of and suppliers of certain products, materials, supplies, furnishings and equipment;

k. electronic information, computer files, documents, records and data; and

l. pricing recommendations, purchase agreement and contracts.

9.2 Disclosure and Limitations on Use.

We will disclose much of the Confidential Information to you and personnel of the Franchised Business by furnishing the Confidential Operating Manual to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your Franchised Business, you or your employees may develop ideas, concepts, methods, techniques or improvements ("Improvements") relating to your Franchised Business or the System, which you hereby agree to disclose to us. We will be deemed to own the Improvements, and the Improvements will constitute Confidential Information. We may use the Improvements and authorize you and others to use them in the operation of Franchised Business or any other aspect of the System.

9.3 Confidentiality Obligations.

You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Franchised Business as we see fit, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

a. will not use the Confidential Information in any other business or capacity;

b. will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement;

c. will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Confidential Operating Manual; and

d. will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

9.4 Exceptions to Confidentiality.

The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

a. disclosure or use of information, processes, or techniques which are generally known and used in the business (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

b. disclosure of the Confidential Information in judicial, administrative or arbitration proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

10. Exclusive Relationship.

You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among franchisees of Franchisor if franchisees were permitted to hold interests in or perform services for a Competitive Business (defined below). You agree that, during the term of this Agreement, neither you nor any of your owners (nor any of your or your owners' spouses or children) will:

a. have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, other than the Franchised Business;

b. have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, wherever located; or

c. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located,

The term "Competitive Business" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, which provides hands-on personal non-medical care, in-home care, assistance and companionship care services to seniors and other adults (other than a Franchised Business operated under a franchise agreement with us).

11. Operation and System Standards.

11.1 Confidential Operating Manuals.

During the term of this Agreement, we will allow you access, in electronic or in another format we designate, to our manuals (the "Manuals"), consisting of such materials that we generally furnish to franchisees from time to time for use in operating a Franchised Business. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") that we prescribe from time to time for the operation of a Franchised Business and information relating to your other obligations under this Agreement and related agreements. You agree to follow the System Standards and other standards, specifications and operating procedures we establish periodically for the System that are described in the Manuals. We also reserve the right to make the Manuals accessible to you on-line via computer systems or other electronic formats (like Internet, CD-ROM, websites or e-mail). You also must comply with all updates and amendments to the System as described in newsletters or notices we distribute, including via computer systems e.g., internet, CD or other media we select. Any form of the Manuals we make accessible to you on-line will be deemed our Confidential Information. You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated and revised (in written or electronic format) by us from time to time to reflect changes in System Standards. You agree to keep your copy of the Manuals, if any, current and in a secure location at the Franchised Business. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. However, in the event we utilize on-line Manuals, the most recent on-line Manuals will control any disputes between the on-line version and printed copies of the Manuals. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge (unless we have made on-line Manuals accessible to you. If so, you may utilize the on-line Manuals instead of purchasing other printed Manuals.)

11.2 Compliance with System Standards.

You acknowledge and agree that operating and maintaining the Franchised Business according to System Standards is essential to preserve the goodwill of the Marks and all Franchised Businesses. Therefore, you agree at all times to operate and maintain the Franchised Business according to all of our System Standards, as we periodically modify and supplement them. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the Franchised Business and implementing and maintaining System Standards at the Franchised Business. If you fail to implement, maintain, and/or comply with System Standards, we may

terminate your right to operate the Franchised Business, and/or take other actions to enforce the System Standards.

As examples, and without limitation, System Standards may regulate any one or more of the following:

(1) all in-home care services, including but not limited to, home visits and assessments;

(2) recommended or suggested staffing levels and client service standards for the Franchised Business; identifying the Franchised Business's personnel; and recommended or suggested employee qualifications, training, dress, and appearance (although you have a sole responsibility and authority concerning employee selection and promotion, employment records, work schedules, discipline, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(3) sales, marketing, advertising, and promotional programs and materials and media used in these programs;

(4) use and display of the Marks at the Franchised Business and on signs, contracts, products and supplies;

(5) days and hours of operation;

(6) participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils;

(7) accepting credit and debit cards, other payment systems, and check verification services;

(8) participation in, and compliance with, private and government-sponsored insurance and reimbursement programs;

(9) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the Franchised Business;

(10) any other aspects of operating and maintaining the Franchised Business that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Senior Helpers Home Care Businesses.

You agree that System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form (for example, via a System Online Site), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

11.3 Modification of System Standards.

We may periodically modify System Standards, which may accommodate regional or local variations as we determine. Such modifications may obligate you to invest additional capital in the franchised business ("Capital Modifications") and/or incur higher operating costs. However, such modifications will not alter your fundamental status and rights under this Agreement. We will not obligate you to make any Capital Modifications when such investment cannot in our reasonable judgment be amortized during the remaining term of this Agreement, plus all eligible successor periods, unless we agree to extend the term of your franchise so that such additional investment, in

our reasonable judgment, may be amortized; unless such investment is necessary in order to comply with applicable laws. We agree to give you up to 90 days to comply with Capital Modifications we require.

11.4 Interior and Exterior Upkeep.

You agree at all times to maintain Franchised Business interior and exterior and the surrounding area in the highest degree of cleanliness, orderliness and sanitation and comply with requirements regarding the upkeep of Franchised Business established in the Manuals and by federal, state and local laws.

11.5 Hours of Operation.

Unless we have otherwise approved in advance in writing, you agree to operate the Franchised Business during the days and hours specified in your Operations Manual. For any day the Franchised Business is not open, except as permitted hereinabove, you will be charged $250 per day unless you have obtained, in writing, permission from us to close for the day(s) not permitted hereinabove. Any amount owed hereinabove will be due and payable upon demand to us and such amount due may be collected by us through electronic funds transfer.

11.6 Accounting, Computers and Records.

It is your responsibility to obtain accounting services and any hardware or software related to them. You will at all times maintain records specified in the Manuals.

11.7 Computer System.

You agree to use a computer system for the Franchised Business. We do not have any required specifications for your computer system. We may require you to obtain specified computer software in the future and may modify specifications for and components of the Computer System from time to time. You may also be required to pay a software vendor a monthly service fee for the software used in your Franchised Business. Our modifications and specifications for components of the Computer System may require you to incur cost to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the Computer System during the term of this Agreement. You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (any additions or modifications). Within 60 days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. We have the right to charge you for any computer usage costs that we incur as a result of your use of the Computer System. You are responsible for all ISP and other connectivity related fees and costs relating to your use of the Computer System. You agree to maintain an active e-mail address at all times and inform us of it. If we adopt a different computer system, POS system or other system in the future, you must adopt it at your expense. You must maintain, modify and upgrade all such items at your sole expense and as we may require from time to time. You must provide us full 24-hour, 7-day-a-week access including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information through your computer, POS or other systems. You must use software we designate from time to time. You agree that you will not make any claim against us or our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system.

11.8 Trade Accounts and Taxes.

You agree to maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly. You agree to timely pay all taxes incurred in connection with your Franchised Business operations. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you agree to reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

11.9 Proprietary Materials.

You agree to purchase from us or approved manufacturers or suppliers all items used in operating the Franchised Business, some of which bear the Marks. These items include, but are not limited to, employee clothing and items specified in the Operations Manual (collectively, the "Proprietary Materials"), at then prevailing prices, plus freight, taxes and delivery costs. The items may also include products like clothing and accessories for retail sale to clients.

11.10 Approved Products.

You agree not to sell any products or other items from the Franchised Business that we have not previously approved for sale. You agree to only use items that have been prescribed or approved (except for prices) in advance by us. You will immediately implement changes to products or services or other items requested by us.

11.11 Management.

You (or your Operating Partner) and one of your managerial employees that has satisfactorily completed our training program must assume responsibility for the Franchised Business day-to-day management and operation and supervision of the Franchised Business personnel. You or your Operating Partner must work a minimum of 40 hours per week (other than vacation periods). During all hours of operations, the Franchised Business must be under the direct supervision of you (or your Operating Partner) and a management-level employee who has satisfactorily completed our Initial Training Program or otherwise been trained by you if you have received our Training Certificate for Initial Training and meets our qualifications for a Franchised Business Manager. Each of your managerial employees must sign our Confidentiality Agreement attached to the Franchise Disclosure Document, or other agreements satisfactory to us.

11.12 Personnel.

All employees must be trained and supervised in accordance with the specifications set forth in the Manuals. All personnel must meet every requirement imposed by applicable federal, state and local law as a condition to their employment.

11.13 Insurance.

During the term of this Agreement you must maintain in force at your sole expense comprehensive public liability coverage, general liability insurance, personal injury coverage, workers' compensation and employer's liability insurance, professional liability insurance, employment practices liability insurance and motor vehicle liability insurance against claims for

bodily and personal injury, death and property damage caused by or occurring in connection with the Franchised Business's operation, all containing at least the minimum liability coverage we prescribe from time to time. Such insurance is in addition to any other insurance that may be required by applicable law, your landlord or otherwise. You must obtain and maintain a fidelity bond in an amount at least equal to the greater of (i) the amount required by applicable state and local laws and regulations or (ii) the amount specified in the Operations Manual. The current requirements for insurance policies and coverage that you must obtain and keep in force during the term of this Agreement include: (1) comprehensive general liability insurance with limits of at least $1 million per occurrence and $3 million aggregate; (2) workers' compensation, $1,000,000 each accident, $1,000,000 disease (each employee) and bonding of $10,000 per occurrence, as well as employer's liability insurance as well as other insurance that may be required by statute or rule of the state in which the Franchised Business is located and operated; (3) personal injury coverage with limits of at least $1 million per occurrence and $1 million aggregate; (4) property damage coverage with limits of at least $1 million per occurrence and $1 million aggregate; (5) professional liability coverage with limits of at least $1 million each incident and $3 million aggregate; (6) employment practices liability insurance with limits of at least $25,000 per occurrence and $2,500 deductible; and (8) automobile liability insurance, and property damage liability, including owned, non-owned, and hired vehicle coverage, with at least $1 million general aggregate limit. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. These insurance policies must name us and our officers, directors, partners, members, affiliates, subsidiaries and employees as additional named insureds on all of the policies, and must provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20-26 or any other form that we approve in writing that provides complete coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) our negligent acts, errors or omission or other additional insureds. You shall maintain such additional insured status for us on your general liability policies continuously during the term of this Agreement.

You routinely must furnish us copies of your Certificates of Insurance declarations page(s), endorsements, and other evidence (of the type and nature that we specify) that demonstrate your maintaining this insurance coverage and paying premiums. IF you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and the Franchised Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintain the insurance plus a reasonable fee for our time incurred in obtaining such insurance, We encourage you to seek advice from an independent risk management provider who may specify higher limits.

Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall your procurement of required insurance relieve you of liability under the indemnity provisions set forth herein. Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations.

You shall further carry any additional insurance covering such additional risks or providing higher limits as we may reasonably request.

If you at any time fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we at our option and in addition to its other rights and remedies hereunder, may, but shall not be required to, obtain such insurance coverage on behalf of you, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us, on demand, any costs and premiums incurred by us plus an administrative fee of 15% of the amount paid.

11.14 Adequate Reserves and Working Capital.

You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the franchised business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

11.15 Variation of Terms.

You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any franchisee, based on the timing of the grant of the franchise, the peculiarities of the particular Designated Territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the Franchised Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

11.16 Client Complaints.

In the event your client(s) contact(s) us to report a complaint about your Franchised Business, you agree that we may in our sole discretion, compensate your client in a manner we determine to be appropriate, and you agree to reimburse us for such compensation. Payment of such amount paid to the client (the "Client Comment Reimbursement Fee") is due upon demand by us.

11.17 Data: Ownership of Data.

You agree that all data that you collect from clients, customers and potential clients and customers in connection with the Franchised Business ("**Customer Data**") is deemed to be owned exclusively by us, and you also agree that all Customer Data must be added (input) into the software specified by us for your use in operating your franchise and you shall provide us all the Customer Data while this Agreement or a successor franchise agreement is in effect, but only in connection with operating the Franchised Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating the Franchised Business. We have the right to periodically specify in writing, in the Operations Manual or otherwise, the information that you must collect and maintain on the Computer System, and you agree to provide us with the reports that we may reasonably request from the data so collected and maintained. All data pertaining to, derived from, or displayed at the Franchised Business (including, without limitation, Customer Data) is and shall be our exclusive property, and we hereby grant you a royalty-free non-exclusive license to use that data during the Term of this Agreement for the sole purpose of operating your Franchised Business.

11.18 PCI Compliance and Credit Cards.

With respect to your acceptance and processing of customer payments by credit and debit

cards, you agree to do all of the following:

(1) You agree to maintain, at all times, credit-card relationships with the credit – and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, "**Credit Card Vendors**") that we nay periodically designate as mandatory.

(2) You agree not to use any Credit Card Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval.

(3) We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider.

(4) You agree to comply with all of our policies regarding acceptance of payment by credit and/or debit cards, including for example minimum purchase requirements for a customer's use of a credit card (we may set these requirements in the Operations Manual).

(5) You agree to comply with our requirements concerning data collection and protection, as specified in Paragraph 11.19 above.

(6) You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

11.19 Privacy Laws.

You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). You agree to comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and applicable law, you will: (i) comply with the requirements of applicable law; (ii) immediately provide us with written notice of said conflict; and (iii) promptly and fully cooperate with us and our counsel in determining the most effective way, if possible, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You agree that you will not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

11.20 Your Purchases.

We or an affiliate may derive revenue from the sale of required purchases of products, items, goods and services through mark-ups in prices charged by us or our affiliate. We or an affiliate may receive compensation and discounts from suppliers for your purchase of items. You agree that we and/or our affiliates are entitled to such fees and/or other consideration. Any monies paid to us for products, goods or services are non-refundable.

11.21 Your Protection of Personally Identifiable Information.

You must implement all administrative, physical and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, and government-issued identification numbers ("Personal Information") in accordance with applicable laws and industry best practices. It is your responsibility entirely (even if we provide you any assistance or guidance in this regard) to confirm that safeguards you use to protect Personal Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately of the breach or unauthorized access, and specify the extent to which Personal Information was compromised or disclosed, and your plans to correct and prevent any further breach or unauthorized access. You will allow us, in our sole discretion, to provide advice on the course of your corrective action.

12. Marketing and Promotion.

12.1 Establishment of Marketing and Technology Fund.

a. You agree to pay us a monthly Marketing and Technology Fund ("Fund") fee of $500 per month for the initial term and if applicable any successor term, beginning the month following execution of this Franchise Agreement. All Marketing and Technology Fund fees must be paid by the first Monday of each month. We require you to pay the Fund fee by electronic funds transfer. You agree to comply with the procedures we specify in our Confidential Operations Manual and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. You will give us authorization in a form we designate to initiate debit entries or credit correction entries to your bank account for each month's Fund fee payment and any interest charges due.

b. We will direct all marketing and technology programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Fund advertising. You acknowledge that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the Franchise System and other benefits derived from web based media Manager/Consumer website we develop or utilize. You further acknowledge that we and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your Designated Territory. The Fund may however be used for search engine optimization, search engine marketing or creating social media advertising for individual franchisees in local markets. The Fund is not a trust and we are not a fiduciary with respect to the Fund.

c. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation): television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Franchise System website; reviewing any advertising material you propose to use (as provided below); search engine optimization; search engine marketing; social media advertising; establishing a third party facility for customizing local advertising materials; the creative

development of signage, posters; the development and creative activity associated with loyalty programs, promotions and public relations events; accounting for Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the Franchise System or any component thereof; and, engaging advertising agencies to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency and public relations fees.

d. We need not maintain the sums paid by franchisees to the Fund, or income earned from the Fund, in a separate account from our other funds, but we may not use these amounts under any circumstance for any purposes other than those provided for in this Agreement. We may, however, expend monies from the Fund for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and marketing and technology programs for franchisees including, without limitation, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures provided for below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Fund. Our right to expend monies from the Fund to reimburse us for such activities is exclusive of any advertising agency or public relations fees which the Fund must expend to secure the services of an advertising agency or public relations firm or to have print, broadcast or internet advertising placed by an agency.

e. Within 60 days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Fund income and expenses for the calendar year just ended, a copy of which statement will be sent to you upon request.

f. We expect to expend most contributions to the Fund for advertising during the calendar year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, the excess amount will be carried forward to the following fiscal year to be used as provided for in subsection g. If we advance and expend an amount greater than the amount available in the Fund in any calendar year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the following fiscal year for all such advanced sums, with interest payable on such advanced sums at the greater rate of 1.5% per month or the maximum commercial contract interest rate permitted by law (with interest accruing the first calendar day following the day on which we advance and expend any such sum).

g. We reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner we consider appropriate in our business judgment. The allocation may include rebates to individual franchisees of some or all of their Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Fund contributions collected from all franchisees is insufficient to sustain a meaningful local, regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees on a pro rata basis. Franchisees must expend any rebate on the types of local advertising and media that we determine. All rebate advertising expenditures must be documented to us in a monthly rebate advertising expenditure report form which we will furnish.

h. Although the Fund is intended to be a perpetual duration, we maintain the right to terminate the Fund, but will not do so until all of the monies in the Fund have been expended for advertising and promotional purposes.

i. The Fund will not be used for any activity whose sole purpose is the sale of franchises; provided, however, that the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Franchise brand and the franchise opportunity.

j. No location which we or our affiliate own or operate will be required to participate in or contribute to the Marketing and Technology Fund or other advertising programs provided for in this Paragraph 12.1 and sub-paragraphs thereof, unless it determines to participate in a regional or joint franchise advertisement setting forth the names, addresses and/or telephone numbers of individual locations, including those owned and operated by us or our affiliate. If we or our affiliate decide to participate in any joint or regional advertising of this type, then we or our affiliate will contribute our or its proportionate share of the cost of the advertisement to the franchisee group sponsoring the advertisement.

k. We or our designee will direct all programs financed by the Marketing and Technology Fund, with sole control over the allocation and any Internet or Intranet websites, networks or communities it operates or participate in, or which requires your participation. You agree that the Marketing and Technology Fund may be used to pay the costs associated directly or indirectly with the operation, maintenance, hosting or development of the website bearing our marks; or establishing Internet, Intranet, website or other forms of e-commerce communities, networks, systems, methods, processes, databases or monitoring systems, which may include our establishing one or more Internet or Intranet websites for purposes of: linking this Agreement; our sharing or selling information to third parties; our establishing business to business or business to customer e-commerce; promoting the development and growth of franchises or soliciting franchisees; or your reporting of Continuing License Fees, Gross Revenues or other information as we designate from time to time. The Fund may be used for defraying administrative hosting, development maintenance costs and overhead incurred by us or our designees in connection with the Marketing and Technology Fund. The Marketing and Technology Fund may periodically furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

12.2 Local Advertising.

All advertising and promotional materials must be previously approved by us prior to your use of any advertising and promotional materials.

12.3 Directory Listings.

In addition to your obligation to participate in the Marketing and Technology Fund, at your expense, you agree to obtain telephone directory listing in the online white and yellow pages as approved by us. If other franchise owners operate franchises in the market area serviced by the online directories, then you will participate in and pay your pro rata share (based on number of franchisees) of the cost of such listings and advertising.

12.4 Websites.

You acknowledge and agree that any website constitutes "advertising" under this Agreement. Any website you develop or utilize must meet all other terms and conditions for advertising described in this Agreement. For this purpose, a "website" means an interactive electronic document, contained

in a network of computers linked by communications software, that you operate or authorize others to operate that refers to your Franchised Business, The Marks, us, and/or the System. The term website also includes Internet, Intranet and World Wide Web home pages or e-mail address sites. You must not establish any website without our prior written approval of its form, content and information presented due to our substantial interest in protecting the Marks, the System and the Confidential Information. We may require you to participate in a centralized website operated by us, without any compensation to you. We may refuse to permit you to operate or establish any website. We reserve the right to establish one or more Internet, Intranet or other forms of e-commerce websites, networks or communities for purposes of: promoting the development, growth, sales and solicitation of franchises; our establishing or participating in, and requiring or authorizing your participation in, or in connection with: e-commerce; establishing purchasing, supply or referral programs, networks or communities in which you must participate; or monitoring your performance under this Agreement and other purpose we designate from time to time which we deem to promote the development and operation of the System. From time to time we will establish and notify you of our establishment of website policies and other forms of e-commerce policies, which will become part of our System Standards and be provided in the Operations Manual or other written communication by you. We own all right, title and interest in and to information compiled from, derived from or obtained by us via your or our use of websites or our establishment of an Intranet, Internet or other forms of e-commerce networks or communities. Furthermore, you agree to the following:

a. you agree that we may establish electronic links from our website to your website (if we agree that you may have your own website), and that other franchisees may establish electronic links to your website from their websites; without any compensation to you. We may prohibit you from linking any website to your website for any reason without compensation to you;

b. you must not use any mark as part of any URL domain name, Internet or e-mail address, or any other identification of you in any electronic medium or with any prefix, suffix or other modifying words, terms, designs, or symbols, or in any modified form, without our written consent;

c. if this Agreement expires or terminates for any reason, you must immediately stop using any website that utilizes any of the Marks or the System, or that are linked to any of our websites or the website of any of our franchisees. You must also then remove and change any website, domain names, Internet or Intranet addresses, e-mail addresses or other identification that utilize any of the Marks;

d. you agree to establish, maintain and notify us of your active e-mail address, and notify us of any change in your e-mail address within 3 business days of the change; and

e. you agree that we have the right (but no obligation) to develop an Intranet which we and our franchisees can communicate by e-mail or similar electronic means. If we develop an Intranet, you agree to use the facilities of the Intranet in strict compliance with the standards, protocols and restrictions that we include in the Manuals (including, without limitation, standards, protocols, and restrictions relating to encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements). We may, in our sole discretion charge a fee for Intranet usage, which fee shall be paid in accordance with our invoice or pursuant to Paragraph 6.3, through Electronic Funds Transfer.

13. Records, Reports and Financial Statements.

13.1 Accounting System.

You agree to establish and maintain at your own expense a bookkeeping and recordkeeping system conforming to the requirements and formats we prescribe from time to time. You agree to use the Intuit "QuickBooks" software we designate for your accounting system. We may require you to use approved computer hardware, software and websites in order to maintain certain sales data and other information we designate from time to time. This may include the updating of Manuals and for communication purposes. You agree that we may have access to such sales data and other information through the computer system at all times.

13.2 Reports.

You agree to furnish to us on such forms that we prescribe from time to time:

a. following the Agreement Date, and weekly thereafter until your Franchised Business opens, a report of your progress in the development and opening of your Franchised Business;

b. within 15 days after the end of the Franchised Business fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the Franchised Business as of the end of such fiscal year; and

c. within 10 days after our request, exact copies of federal and state income and other tax returns and such other forms, records, books and other information we may periodically require.

We may require that any of the reports described in this Paragraph 13.2 or any information you are required to provide us under this Agreement or our System Standards be provided to us in electronic format via a secure website (internet or Intranet) at times and in the manner we designate, from time to time.

13.3 Access to Information.

You agree to verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports without identifying you or the location of the Franchised Business. We also have the right to require you to have reviewed or audited financial statements prepared on a calendar year (12 month) basis if we reasonably believe that the reports are incorrect. Moreover, we have the right as often as we deem appropriate (including on a daily basis) to access, electronically or otherwise, all computer systems that you are required to maintain in connection with the operation of the Franchised Business and to retrieve electronically or otherwise, all information (including sales, product mix, or other information) relating to the Franchised Business operations.

13.4 Copies of Reports.

You agree to furnish us with a copy of all sales, income and other tax returns relating to your Franchised Business, at our request. You will also send us copies of any sales or other reports sent to any landlord or governmental agency, at our request.

14. Inspections and Audits.

14.1 Our Right to Inspect the Franchised Business.

To determine whether you and the Franchised Business are complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours without prior notice, to:

a. inspect the Franchised Business;

b. interview personnel and clients of the Franchised Business; and

c. inspect and copy any books, records and documents relating to your operation of the Franchised Business.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal, interviews and electronic (Internet or Intranet) record access. You agree to present to your clients such evaluation forms that we periodically prescribe and to participate and/or request your clients to participate in any surveys performed by us or on our behalf. You agree to correct or repair any unsatisfactory conditions we specify within 5 days.

15. Transfer.

15.1 By Us.

This Agreement is fully transferable by us, and inures to the benefit of any transferee or other legal successor to our interests, as long as such transferee or successor agrees to be bound by, and assumes all of our continuing obligations under, this Agreement. We may also delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations.

15.2 By You.

You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Franchised Business may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) you; (b) this Agreement; or (c) the Franchised Business.

An assignment, sale, gift or other disposition also is a transfer and includes but is not limited to, the following events:

i. transfer of ownership of capital stock, membership interest, ownership interest, or an interest in the Franchised Business;

ii. merger or consolidation or issuance of additional securities or

interest representing an ownership interest in you:

iii. any issuance or sale of your stock or any security convertible to your stock;

iv. transfer of an interest in you, this Agreement or the Franchised Business in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

v. transfer of an interest in you, this Agreement or the Franchised Business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

vi. pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the Franchised Business or your transfer, surrender or loss of possession, control or management of the Franchised Business.

15.3 Conditions for Approval of Transfer.

If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section 15, we will not unreasonably withhold approval of a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for franchisees. A transfer of ownership, possession or control of the Franchised Business may only be made if the transferee enters into a new Franchise Agreement. If the transfer is of your Franchised Business or a controlling interest in you, or is one of a series of transfers which in the aggregate constitutes the transfer of your Franchised Business(es) or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of any transfer:

a. the transferee has sufficient business experience, aptitude and financial resources to operate the Franchised Business and has been approved as a franchisee;

b. you have paid all Continuing License Fees, Marketing and Technology Fund fees, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;

c. the transferee (or its Operating Partner) and its managerial employee (if different from your manager) have completed our training program;

d. the transferee has agreed to enter into a new Franchise Agreement;

e. you or the transferee pays us a transfer fee of $10,000 (the "Transfer Fee"). We may provide training to your employees, other than Trainees. If we do so, you must pay us a fee not to exceed $3,000 per person trained by us. You must pay all travel and living expenses for you, other trainees and your employees to attend the training. This subsection will not apply if the proposed transferee is among your owners, but the transferee is required to reimburse us for any administrative costs we incur in connection with the transfer;

f. the transferee agrees to pay the costs required to bring the Franchised Business into compliance with the then current System Standards;

g. you (and your transferring owners) have executed a general release, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees and agents;

h. we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchised Business;

i. if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the Franchised Business are subordinate to the transferee's obligation to pay Continuing License Fees, Marketing and Technology Fund fees and other amounts due to us and otherwise to comply with this Agreement;

j. you and your transferring owners have executed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the post-term competitive restrictions otherwise contained in this Agreement; and

k. you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other franchised businesses you own and operate) identify yourself or themselves or any business as a current or former Franchised Business, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a Franchised Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

15.4 Transfer to a Business Entity.

Notwithstanding the foregoing, if you are in full compliance with this Agreement, we may permit you to transfer this Agreement to a Business Entity that conducts no business other than the Franchised Business and, if applicable, other franchised businesses so long as you own, control and have the right to vote all issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interest in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner execute an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of all your obligations under this Agreement.

15.5 Transfer Upon Death or Disability.

Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, you or such owner's executor, administrator, conservator, guardian or other personal representative must transfer your interest in this Agreement or such owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed 6 months from the date of death or disability, and will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does

prevent you or an owner of a controlling interest in you from managing and operating the Franchised Business.

15.6 Operation Upon Death or Disability.

If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the Franchised Business is not being managed by a trained manager, you or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a manager to operate the Franchised Business, such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the Franchised Business is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Franchised Business. All funds from the operation of the Franchised Business during the management by our appointed manager will be kept in a separate account, and all expenses of the Franchised Business, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Continuing License Fees and Marketing and Development Fund contributions payable under this Agreement) during the period that our appointed manager manages the Franchised Business. Operation of the Franchised Business during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the Franchised Business or to any of your creditors for any products, materials, supplies or services the Franchised Business purchases during any period it is managed by our appointed manager.

15.7 Effect of Consent to Transfer.

Our consent to a transfer of your Franchised Business or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Franchised Business or transferee or a waiver of any claims we may have against you (or your owners).

15.8 Our Right of First Refusal.

If you (or any of your owners) at any time determine to sell, assign, or transfer for consideration an interest in your Franchised Business or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror) and immediately submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing of the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in the Franchised Business and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or the Franchised Business must reflect the bona fide price offered and reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s)

within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

a. we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

b. our credit will be deemed equal to the credit of any proposed purchaser;

c. we will have not less than 60 days after giving notice of our election to purchase to prepare for closing; and

d. we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

(i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;

(ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and

(iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the post-term competitive restrictions otherwise described in this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer as otherwise provided in this Agreement, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30-day period following either the expiration of such 120-day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms at our option.

16. Termination of Agreement.

16.1 By Us.

We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if we, in our sole discretion, determine to cease all franchise operations or if:

a. you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise; or

b. you or, if applicable, the required Operating manager or approved Manager fail to successfully complete Initial Training to our satisfaction or you have not fulfilled all of the conditions for management of the Franchised Business; or

c. you (i) fail to obtain our approval of the Site within the required time periods or fail to open the Franchised Business to the public within 120 days from the execution of this

Franchise Agreement, or (ii) fail to obtain our approval of the Lease for the Site or to provide a Conditional Assignment and Assumption of Lease clearly signed by the Landlord or fail to commence construction of the Franchised Business within 60 days of the Agreement Date; or You abandon or fail to actively operate the Franchised Business for 2 or more consecutive business days, unless the Franchised Business has been closed for a purpose we have approved; or

d. you surrender or transfer control of the operation of the Franchised Business without our prior written consent; or

e. you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense that is likely to adversely affect your reputation, our reputation or the reputation of any other franchisees; or

f. you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Franchised Business or another franchisee or the goodwill associated with the Marks; or

g. you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or the Franchised Business; or

h. in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement; or

i. you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manuals in violation of this Agreement; or

j. you violate any governmental ordinance or regulation and do not begin to cure the noncompliance or violation immediately, and correct such noncompliance or violation within 10 days, after written notice is delivered to you; or

k. you fail to make payments of any amounts due to us or our affiliate under this Agreement or any other agreement that you have with us, and do not correct such failure within 10 days after written notice of such failure is delivered to you; or

l. you fail to make payments of any amounts due to approved suppliers of products or services and do not correct such failure within 10 days after written notice of such failure is delivered to you by such supplier; or

m. You fail to pay when due any federal or state income, service, sales or other taxes due on the operations of the Franchised Business, unless you are in good faith contesting your liability for such taxes; or

n. you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you; or

o. you (or any of your owners) fail on 2 or more separate occasions within any period of 12 consecutive months or on 3 occasions during the term of this Agreement to submit when due reports or other data, information or supporting records, to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

p. you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the Franchised Business is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the Franchised Business is not vacated within 30 days following the entry of such order. you are required to notify us in writing within 10 days of any of the above events; or

q. you misuse or make an unauthorized use of the Marks or materially impair the goodwill associated with the Marks.

Notwithstanding the provisions described in Paragraph 16.1 and sub-sections "a-s", if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the Franchise and the parties to this Franchise Agreement shall limit our rights of termination or shall require a longer notice period than set forth above, this Franchise Agreement is deemed amended to conform to such rules and regulations.

16.2 Your Failure to Pay Constitutes Your Termination of This Agreement.

Your failure to timely cure any breach of your obligation to make payments of Continuing License Fees, Marketing and Technology Fund fees or any other monies due and owing to us under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliate, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

16.3 Cross-Default.

Any default or breach by you, an affiliate which has been approved by us, and/or any guarantor of yours of any other agreement between us and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us and you, your affiliates and/or any guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your "affiliates" means any persons or entities controlling, controlled by or under common control with you.

16.4 Options Prior to Termination.

Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliate, or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the option to:

a. Remove the listing of the Franchised Business from all advertising we may publish or approve;

b. Remove the listing of the Franchised Business from our Website;

c. Prohibit you from attending any meetings or seminars we hold or sponsor

or that take place on our premises; and/or

d. Suspend all services we provide to you under this Agreement or otherwise, including, but not limited to inspections, training, marketing assistance, and sale of any proprietary item.

Our actions, as outlined in this Paragraph 16.4, may continue until you have brought your accounts current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. You acknowledge that our taking of any of these actions would not prevent you from continuing to operate the Franchised Business (unless and until this Agreement has been terminated), and therefore would not constitute constructive termination of this Agreement. The taking of any of the actions permitted in this Paragraph will not suspend or release you from any obligation that would otherwise be owed to us or our affiliate under the terms of this Agreement or otherwise.

17. Rights and Obligations Upon Termination.

17.1 Payment of Amounts Owed to Us.

You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Continuing License Fees, Marketing and Technology Fund fees, amounts owed for purchases from us, interest due on any of the foregoing and all other amounts owed to us which are then unpaid.

17.2 Marks and De-Identification.

Upon the termination or expiration of this Agreement:

a. You may not directly or indirectly at any time or in any manner (except with respect to other franchises you own and operate) identify yourself or any business as a current or former Franchised Businesses, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of our franchise or the Franchised Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us. Within thirty (30) days of termination or expiration you are to deliver to us, at your own expense, all signs, sign-faces, sign-cabinets, marketing materials, forms and other materials containing any mark or otherwise identifying or relating to a Franchised Business. In our sole judgment, we may waive this requirement in writing provided that you provide a sworn Certificate of Destruction/De-identification detailing your compliance with these terms;

b. You agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations or licenses relating to your use of any Mark;

c. If we do not have or do not exercise an option to purchase the Franchised Business, you agree to deliver to us within 30 days after, as applicable, the effective date of expiration/termination of this Agreement or the Notification Date all signs, sign-faces, sign-cabinets, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to the Franchised Business and allow us, without liability to you or third parties, to remove all such items from the Franchised Business;

d. If we do not have or do not exercise an option to purchase the Franchised Business, you agree that, after, as applicable, the effective date of expiration/terminations of this

Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the Franchised Business clearly from any other franchisee and make such alterations to forms, graphics, signs, stationary, the locations, its former appearance and from other franchisees so as to prevent confusion by the public, including, without limitation, removing all exterior and interior signage bearing the Franchised Businesses name or logo; removing all furnishings bearing the Franchised Businesses name or logo; removing all memorabilia and any notation of any type that includes the Franchised Businesses name or logo; removing and ceasing to use all our private labeled items, all retail merchandise bearing the franchise name or logo; changing the premises (if leased) to clearly distinguish them from their former appearance/concept and from other franchisees so as to prevent confusion by the public and all other alterations we specify to distinguish the Franchised Business clearly from its former appearance and from other franchisees;

e. If we do not have or do not exercise an option to purchase the Franchised Business, you must return to us all proprietary manuals including the Confidential Operations Manual. These items are to be returned to us via ground delivery service, shipped no later than the day of closing, and a copy of the bill of lading/shipping order provided to us;

f. If we do not have or do not exercise an option to purchase the Franchised Business you agree that, after, as applicable, the effective date of expiration/termination of this Agreement or the Notification Date, you will notify the telephone company and transfer all telephone, facsimile or other numbers and any regular, classified or other telephone directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify. You further appoint an officer of Franchisor as your attorney in fact, to direct the telephone company and any listing agencies to transfer any telephone numbers and listing to us should you fail to voluntarily do so, and the telephone company and all listing agencies shall accept such direction of this Agreement as conclusive of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer; and

g. You agree to furnish us, within 30 days after, as applicable, the effective date of expiration or termination of this Agreement or the Notification Date, with evidence satisfactory to us of your compliance with the foregoing obligations.

17.3 Confidential Information.

You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

17.4 Competitive Restrictions.

Upon termination or expiration of this Agreement for any reason whatsoever), you agree that, for a period of 2 years commencing on the Effective Date of termination or expiration neither you nor any of your owners will have any direct or indirect interest (including through a spouse, child or other family member) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, manager, representative or agent or in any other capacity in any Competitive Business operating:

a. At the Site or within the Designated Territory; or

b. Within 50 miles of the Site or Designated Territory; or

c. Within 15 miles of any other franchisee's designated territory on the later of the effective date of the termination or expiration.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 2-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you or your owners of your or their personal goodwill or ability to earn a living.

All persons with an ownership or voting interest in you if you are a Business Entity franchisee, all individual franchisees if you are not a Business Entity and any person employed by or under an independent contractor relationship with you who receives or will receive any training by us or you which is directly or indirectly related to the System or involves any of the Confidential Information must execute the Confidentiality, Non-solicitation and Non-competition Agreement attached to the Franchise Disclosure Document no later than ten days following the effective date of this Agreement (or, if any individual or entity attains such status after the effective date of this Agreement, within ten days following such individual or entity's attaining such status).

17.5 Our Right to Purchase.

a. Exercise of Option.

Upon our termination of this Agreement in accordance with its terms and conditions, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the Franchised Business from you, including the leasehold right to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the "Notification Date"). We have the unrestricted right to assign this option to purchase the Franchised Business. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

b. Leasehold Rights.

You agree at our election:

(i) to assign your leasehold interest in the Site to us;

(ii)to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease; or

(iii) to lease to us if you own the Site in accordance with the Agreement to Lease.

c. Purchase Price.

The purchase price for the Franchised Business will be its fair market value, determined in a manner consistent with reasonable depreciation of the Franchised Business equipment, signs, inventory, materials and supplies provided that the Franchised Business will be valued as an independent business and its value will not include any value for:

(i) the Franchise or any rights granted by the Agreement;

(ii) the Marks; or

(iii) participation in the network of Franchised Businesses.

The Franchised Business fair market value will include the goodwill you developed in the market of the Franchised Business that exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Site will also be considered in determining the Franchised Business fair market value.

We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials, lease and supplies that are not reasonably necessary (in function or quality) for our operation or that we have not approved as meeting standards for franchisees, and the purchase price will reflect such exclusions.

The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by any and all amounts you or your owners owe to us. At the closing, you agree to deliver instruments transferring to us the following:

(i) Good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interest acceptable to us), with all sales and other transfer taxes paid by you;

(ii) All licenses and permits of the Franchised Business which may be assigned or transferred; and

(iii) The leasehold interest and improvements in the Site.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. You and your owners further agree to execute general releases, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

18. Relationship of the Parties/Indemnification.

18.1 Independent Contractors.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with clients, suppliers, public officials, personnel and others as the owner of the Franchised Business under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time. If you do not do so, we may place the notices and accomplish the foregoing as we see fit, and you must reimburse us for doing so.

18.2 No Liability for Acts of Other Party.

You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or

representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Franchised Business operation or the business you conduct pursuant to this Agreement.

18.3 Taxes.

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or the Franchised Business, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

18.4 Indemnification

You agree to indemnify, defend and hold us, our affiliate and our respective shareholders, directors, officers, employees, agents, successors and assignees (the "Indemnified Parties") harmless from and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes arising from the operation of your Franchised Business, and any and all claims and liabilities directly or indirectly arising out of the Franchised Business operation (even if our negligence is alleged, but not proven); any element of your development, opening and operation of your Franchised Business, including (without limitation) any personal injury, death or property damage suffered by any client, caregiver, visitor, operator, employee or guest of the Franchised Business ; crimes committed on or near your Franchised Business against any of your caregivers or vehicles used by your Franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Franchised Business, whether or not any of the foregoing was approved by us; defects in any Franchised Business you construct and/or operate, whether or not discoverable by you or by us; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of you or the Franchised Business (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business or otherwise; all liabilities arising from or related to your offer, sale and/or delivery of products and/or services as contemplated by this Agreement; and, any action by any client of yours or visitor to your Franchised Business or any other facility of your Franchised Business; or your breach of this Agreement.

For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountant's, arbitrator's, attorney's and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

19. Enforcement.

19.1 Severability and Substitution of Valid Provisions.

Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, un-appealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and binding upon the parties hereto, although any portion held to be invalid shall be deemed not to be part of this Agreement from the date the time for appeal expires, if you are a party thereto, or upon your receipt of a notice of non-enforcement thereof from us. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to allow you a Successor Franchise to this Agreement than is required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operation procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the notice requirements hereof, and we shall have the right, in our sole discretion to modify such invalid or unenforceable provision, specification, standard or operation procedure to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction unless we elect to give them greater applicability and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

19.2 Waiver of Obligations.

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request therefor, and such approval shall be obtained in writing. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefor. Any wavier granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked, in our sole discretion, at any time and for any reason, effective upon receipt by you of ten (10) days prior written notice. We shall not be deemed to have waived or impaired any right, power, or option reserved by this Agreement (including, without limitation, our right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Franchise prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof; any failure by us or you to demand strict compliance with this Agreement, any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature against other franchisees of us or the acceptance by us of any payments due from you after failure to comply with any provision of this Agreement, nor acceptance by us of any payment by you or failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations, hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall not constitute a waiver of any provision of this Agreement.

19.3 Franchisee May Not Withhold Payment Due Franchisor.

You agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations hereunder, withhold payment of any Continuing License Fees, Marketing and

Technology Fund fees, and amounts due to us for items or products purchased by you or any other amounts due from you to us.

19.4 Force Majeure.

If the performance of any obligation under this Franchise Agreement is prevented or delayed, in whole or in part, by reason of force majeure, or the consequence thereof, affecting the parties hereto or the rights granted hereunder, such force majeure to include but not be limited to acts of God, fire, flood, governmental restrictions, lockouts or labor disputes, then the affected party shall be given such additional time as is reasonable to perform in view of the nature and extent of the force majeure.

19.5 Governing Law.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, *et seq*.) and the United States Arbitration Act which may also be designated the Federal Arbitration Act, this Agreement and the franchise shall be governed by the laws of Alabama.

Franchisee waives any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations", 18 U.S.C. Section 1961, *et seq*.

19.6 Binding Effect.

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, legal representatives, assigns and successors in interest.

19.7 Construction.

The preambles are a part of this Agreement, and constitute the entire agreement of the parties, and, with the exception, if applicable, of a lease or sublease for the premises of the Franchised Business between us and you, there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. The headings of the Sections and Paragraphs hereof are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. The term "you", "your" or "Franchisee" as used herein is applicable to one or more persons, a corporation, partnership, limited liability company or other legal entity, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. Reference to Franchisee, and "assignees" and "transferees" which are applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee or any such assignee or transferee if Franchisee or such assignee or transferee is a corporation, partnership, Limited Liability Company or other legal entity. This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence of this Agreement.

19.8 Judicial Enforcement, Injunction and Specific Performance.

Notwithstanding the provisions of Paragraphs 19.9 and 19.10, we shall be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to Franchisee's use of the Marks, the obligations of Franchisee upon termination or expiration of the franchise, and assignment of the Franchise and ownership of Franchisee. If we secure any such injunction or order of specific performance,

Franchisee agrees to pay to us an amount equal to the aggregate of our costs of obtaining such relief, including, without limitations, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, and any damages incurred by us as a result of the breach of any such provision.

19.9 Mediation.

The parties hereto agree that before resorting to binding arbitration, that if any dispute arises between the parties hereto, any affiliated companies thereof or any of their officers, directors, partners, joint ventures, employees, members agents, representatives or those in active concert with any of such parties, relating to anything other than the matters set forth in Section 10 and Paragraphs 17.4 or 19.8, the parties hereto agree to first try in good faith before resorting to arbitration, to settle the dispute by mediation in Shelby County, Alabama, administered by the American Arbitration Association under its Commercial Mediation Rules and initiated at and supervised by the American Arbitration Association regional office for the Shelby County, Alabama area, unless agreed otherwise by the parties. Disputes subject to mediation shall be all controversies, claims, and matters from the beginning of time, whether contractual or tort in nature, except for those matters specifically excluded in Section 10 and Paragraphs 17.4 and 19.8. The party who seeks resolution of a controversy, claim or dispute or other matter in question shall notify the other party and the American Arbitration Association office in writing of the existence and subject matter of such controversy, claim or dispute. Unless mutually agreed otherwise, the parties shall meet with the mediator within thirty (30) days after the recipient party has received notice of the dispute, and agree to utilize their best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than one (1) hearing day without the written approval of both parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached during mediation shall be final and conclusive. The expense of mediation shall be shared equally by both parties. The parties' obligation to mediate will be deemed to be satisfied after one (1) hearing day or 60 days after a mediation demand has been made if any party fails to appear or participate in good faith in the mediation.

Franchisor and the Franchisee each agree that the mediation process is negotiation for the purpose of compromise. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation process by any of the parties, their agents, employees, experts and attorneys, shall be confidential. Franchisee acknowledges that Franchisor may require the Franchisee to execute a confidentiality agreement pertaining to the mediation process. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its use in the mediation process.

In the event the parties are unable to reach an agreement by mediation, then in that event all disputes, controversies, claims or causes of action shall be submitted to binding arbitration pursuant to Paragraph 19.10 hereinafter.

19.10 Arbitration.

All disputes and claims relating to any provision of this Franchise Agreement (other than as set forth in Section 19, Paragraph 19.8 above, Franchisee's use of the Marks or the parties' Exclusive Relationship or the obligations of Franchisee upon termination or expiration of the franchise, and assignment of the Franchise and ownership of Franchisee), any specification, standard, operating procedure, or rule or any other obligation of Franchisee prescribed by Franchisor or any obligation of Franchisor, or the breach thereof (including, without limitation, any claim that this Agreement, any provision hereof, any specification, standard, operating procedure or rule or any other obligation

of Franchisee or Franchisor is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by arbitration in Shelby County, Alabama, or if Franchisor shall no longer maintain an office in Shelby County, Alabama, then the home office of Franchisor. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1, *et seq*.), if applicable, and the Rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration), provided that the arbitrator shall award, or include in his/her award, the specific performance of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. If a claim for amounts owed by Franchisee to Franchisor is asserted in the arbitration proceeding and if Franchisor shall prevail on such claim, Franchisor shall be entitled to so much of its cost and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of Franchisor or of Franchisee. During the pendency of an arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform and comply with the provisions of this Agreement. The parties intend and agree that any state laws attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and the arbitration shall be held as provided in Paragraph 19.10.

19.11 Third Party Beneficiaries.

Our officers, directors, shareholders, members, agents and/or employees are express third party beneficiaries of the arbitration provisions in Paragraph 19.10, each having authority to specifically enforce the right to arbitrate claims asserted against such person(s) by Franchisee.

19.12 Class Claims.

Franchisee agrees that any arbitration between Franchisee and Franchisor will be Franchisee's individual claim and that the claim or claims subject to arbitration shall not be arbitrated on a class-wide basis.

19.13 Entire Agreement.

This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. Notwithstanding the foregoing, nothing in the Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

19.14 Certain Definitions.

The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms "franchisee," "franchise owner," "you" and "your" are applicable to one or more persons, or a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals, corporations, partnerships (general or limited), limited liability companies, and all artificial or legal entities. The term "Section" refers to a Section or Subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership

interest or voting right in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

19.15 Time Is of the Essence.

It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from "and "commencing on" (and the like) mean "from and including"; and the words "to", "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Birmingham, Alabama time.

19.16 Anti-Terrorism Compliance.

You agree to comply with, and/or assist us to the fullest extent possible in our efforts to comply with, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war (the "Anti-Terrorism Laws"). In connection with such compliance you certify, represent and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you or your employees or any "blocking" of your assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our affiliate, in accordance with the termination provisions of this Agreement.

19.17 Our Withholding of Consent Your Exclusive Remedy.

In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Franchise Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be mediation and arbitration proceedings in accordance with Paragraphs 19.9 and 19.10 respectively to enforce the Agreement provisions, for specific performance or for declaratory judgment.

19.18 Notices.

All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

a. 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

b. 3 business days after placement in the United States mail by certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us: SHM Triad, LLC
500 Southland Drive, Suite 224
Birmingham, AL 35226

If to You: _____
_____
_____
_____

Attention: _____

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

20. Spousal Consent.

If you have obtained our approval and the Franchisee is a corporation, partnership, limited liability company or other form of legal entity, then the spouse of each of your owners, or, for, an individual(s), or subsequent to execution hereof you marry or you assign this Agreement to an individual(s), then in either event, the spouse(s) hereby jointly and severally personally and unconditionally guarantee(s) without notice, demand or presentment, the payment of all of your monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses further agree to be bound by restrictions upon your activities upon transfer, termination or expiration of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses must execute a spousal consent in the form attached hereto as Exhibit G-Two. In the event of divorce and re-marriage, or subsequent marriage, you covenant and agree to provide Franchisor with a properly executed spousal consent and guarantee, in the form prescribed by Franchisor.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Dated: _____

Attest: _____

"You"; "Your" "Franchisee"

If a corporation or other entity:

(Name of Corporation or Other Entity)

_____
By: _____
Its: _____
Title: _____

_____
Printed Name

Dated: _____

_____
Witness/Date

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

Attest: _____

SHM Triad, LLC

By: _____

(Print Name)

Its: _____

(Title)

EXHIBIT "G-ONE" TO THE FRANCHISE AGREEMENT

ZIP CODES OR MAP OF THE DESIGNATED TERRITORY

EXHIBIT "G-ONE" TO THE FRANCHISE AGREEMENT

DESIGNATED TERRITORY

Your Designated Territory is described as follows:

By zip code:

_____

_____

_____

_____

Or if indicated below, by attached map.

☐ See attached map.

Your Site is located at:

_____

_____

_____

_____

EXHIBIT "G-TWO" TO THE FRANCHISE AGREEMENT

SPOUSAL CONSENT

EXHIBIT "G-TWO" TO THE FRANCHISE AGREEMENT

SPOUSAL CONSENT

The undersigned person(s) hereby represent(s) to SHM Triad, LLC that he/she is the spouse of the individual franchisee(s) who has executed a SHM Triad, LLC Franchise Agreement dated the __ day of _____, 20__ or that he/she is the spouse of one of the Owners of the legal entity who executed the SHM Triad, LLC Franchise Agreement of the same date. In consideration of the grant by SHM Triad, LLC to the Franchisee as herein provided, each of the undersigned spouses agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, will be firmly bound by all of the terms, provisions and conditions of the foregoing SHM Triad, LLC Franchise Agreement, that they and each of them jointly and severally do hereby unconditionally guarantee the full and timely performance by the Franchisee of each and every obligation of the Franchisee under the aforesaid Franchise Agreement, including, without limitation, any indebtedness of the Franchisee arising under or by virtue of the aforesaid Franchise Agreement. The undersigned jointly and severally further agree(s) to be bound by the in-term and post-term covenants set forth in Section 10 and in Paragraph 17.4 of the aforesaid Franchise Agreement.

WITNESS: Signature: _____

_____ Printed Name: _____

EXHIBIT "G-THREE" TO THE FRANCHISE AGREEMENT

STATE REQUIRED AMENDMENT TO FRANCHISE AGREEMENT

EXHIBIT "H" TO THE DISCLOSURE DOCUMENT

FORM OF

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS (this "**Assignment")** is effective as of _____, 20__, between **SHM TRIAD, LLC,** an Alabama limited liability company, with its principal place of business at 500 Southland Drive, Suite 224, Birmingham, AL 35226 ("**Franchisor,**" "**we**," "**us**" or "**our"**) and _____ whose current place of business is _____ ("**Franchisee,**" "**you" or "your"**). You and we are sometimes referred to collectively as the "**parties"** or individually as a "**party".**

BACKGROUND INFORMATION

We have simultaneously entered into a Franchise Agreement (the "**Franchise Agreement"**) dated as of _____, 20__ with you, pursuant to which you plan to own and operate a SHM Triad, LLC franchise. We use, among other things, certain proprietary, procedures, formats, systems forms, printed materials, applications, methods, specifications, standards and techniques we authorize or develop (collectively the "**System**"). We identify our franchises and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of the SHM Triad, LLC franchise if the Franchise Agreement is terminated.

OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment**: You assign to us, all of your right, title and interest in and to the following telephone numbers _____ (specified when obtained) and any other telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Numbers and Listings**") associated with the Marks and used from time to time in connection with the operation of the SHM Triad, LLC Franchised Business. We will have no liability or obligation of any kind whatsoever arising from or in connection with the Assignment, unless we notify the telephone company and/or the listing agencies with which you have placed telephone directory listings (collectively, the "**Telephone Company**") to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between the parties, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.

3. **Power of Attorney**: You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Telephone Company. If you fail to promptly

direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification**: You will indemnify and hold us and our affiliate, stockholders, directors, officers, members, and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

5. **Binding Effect**: This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control**: This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

7. **Attorneys' Fees, Etc**.: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "attorneys' fees" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability**: If any of the provisions of this Assignment or any section or subsection of this Assignment or any section or subsection of this Assignment is held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law Forum**: This Assignment is governed by Alabama Law. The parties will not institutes any action arising out of this Assignment against any of the other parties to this Assignment except in the state or federal court of competent jurisdiction in Shelby County, Alabama, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

ASSIGNOR:

ASSIGNEE:

SHM TRIAD, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is accepted and agreed to by:

(TELEPHONE COMPANY)

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "I" TO THE DISCLOSURE DOCUMENT

FORM OF

PRINCIPAL OWNER'S GUARANTY

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners (referred to as "**you**" or **your**" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the Franchise Agreement dated _____, 20__ (the "**Agreement**") with **SHM TRIAD, LLC** ("**Franchisor,**" "**we,**" "**us**" or "**our**").

1. **Incorporation of Terms**. Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty**. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantees to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and each and every Agreement entered into by and between Us and the Business Entity; and (b) each of you jointly and severally agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment**. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty as joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your 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 the Business Entity or to any other person, including without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation

for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Alabama law and we may enforce your rights regarding it by arbitration in Shelby County, Alabama, or if we no longer maintain an office in Shelby County, Alabama then our home office. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1, *et seq*.), if applicable, The Rules of the American Arbitration Association relating to the Arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration, provided that the arbitrator shall award, or include in his/her award, the specific performance of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. If a claim for amounts owed by you to us is asserted in the arbitration proceeding and if we shall prevail on such claim, we shall be entitled to so much of our cost and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of us or of you.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

PERCENTAGE OF OWNERSHIP	**GUARANTORS**
_____	_____
_____	_____
_____	_____
	DATE _____

EXHIBIT "J" TO THE DISCLOSURE DOCUMENT

FORM OF

PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by you if you have multiple owners or if you, or your franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). We are relying on the truth and accuracy of this form in awarding the Franchise Agreement to you.

1. **Form of Owner.** Franchisee is a (check one):

(a) General Partnership _____

(b) Corporation _____

(c) Limited Partnership _____

(d) Limited Liability Company _____

(e) Other _____

Specify: _____

Franchisee was formed under the laws of _____.
(State)

2. **Business Entity**. Franchisee was incorporated or formed on _____, 20__, under the laws of the State of _____. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners**. The following list includes the full name and mailing address of each person who is one of your owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest
_____	_____
_____	_____
_____	_____
_____	_____

4. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., operating agreement, certificate of formation, articles of incorporation or organization, partnership or shareholder agreements, etc.)

This Statement of Principal Owner's is current and complete as of _____, 20__.

OWNER

INDIVIDUALS

_____

[Signature]

_____

[Print Name]

_____

[Signature]

_____

[Print Name]

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____

[Name]

By: _____

Title: _____

EXHIBIT "K" TO THE DISCLOSURE DOCUMENT

FORM OF

CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT FOR FRANCHISE AGREEMENT

CONFIDENTIALITY, NON-SOLICITATION AND

NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE:_____

CLASSIFICATION: _____

(Owner, Shareholder, Officer, Director, Attorney, Employee, etc.)

_____ ("Franchisee") is a franchisee of SHM Triad, LLC ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____, 20__ (the "Franchise Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service, or ownership, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my ownership, employment, association, service or participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly engage or participate in any Competitive Business, as defined below, which is located within fifteen (15) miles of the Franchised Business or provides such services to customers within fifty (50) miles of the perimeter of any Protected Territory of any franchisee operating under the SHM Triad, LLC system. I agree that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor,

or consultant.

The term "Competitive Business" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any sale of goods or services or facility, owning, operating, managing, franchising or licensing, selling any services, items, products similar to those offered by any franchisees of SHM Triad, LLC, including but not limited to, senior placement and consulting of families and seniors to find locations for seniors to live and meet their daily living needs and/or activities. This "exclusivity" is construed in accordance with and/or is governed by (as applicable) the law of the State of Alabama without recourse to Alabama (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of Alabama, and if the franchised Business is located outside of Alabama and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Alabama or any other state, which would not otherwise apply.

I further agree that all disputes and claims relating to this Agreement and of the Franchise Agreement (other than your engaging in a Competitive Business, as defined above, upon termination or expiration of the Franchise Agreement, the use of our name or trademarks) shall be settled by Arbitration in Shelby County, Alabama. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1, *et seq*.), if applicable, and the Rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration), provided that the arbitrator shall award, or include in his/her award, the specific performance or injunction remedies of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of Franchisor, Franchisee or me as an owner, shareholder, officer, director, attorney, employee or any other relationship I have with the Franchisee. During the pendency of an arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform and comply with the provisions of this Agreement.

I hereby waive and covenant never to assert or claim that arbitration is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witness:

_____ _____

(Signature)

_____ _____

Date **(Printed Name)**

EXHIBIT "L" TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISEE QUESTIONNAIRE

SHM TRIAD, LLC
FRANCHISEE QUESTIONNAIRE

Prior to the final execution of a Franchise Agreement, this questionnaire must be completed in its entirety. Completion of this questionnaire confirms that SHM TRIAD, LLC, its employees and representatives have fully complied with all applicable franchise registration and disclosure laws relating to the purchase of your franchise.

1. **Full Name of Franchisee:**

_____

2. **Franchisee Office Location:**

_____

3. **Franchisee is: (check applicable box)**

[ ] Individual [ ] Corporation [ ] General Partnership [ ] Limited Partnership
[ ] Limited Liability Company [ ] Other _____

4. **If Franchisee is other than an individual, indicate the capacity in which the undersigned is authorized to act on behalf of the Franchisee: (check applicable box)**

[ ] Officer (insert title): _____
[ ] General Partner
[ ] Other (please explain): _____

5. **Did Franchisee receive a Franchise Disclosure Document?** [ ] Yes [ ] No

6. **On what date was the Franchise Disclosure Document received, and by whom?**

Date: _____ Recipient: _____

7. **Name of our Company Representative who primarily worked with you on this sale:**
_____

8. **Have you discussed the benefits and risks of operating a SHM Triad, LLC Franchise with an attorney, accountant or other professional advisor?**

_____ Yes / No

9. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a SHM Triad, LLC Franchise that we or our franchisees operate?**

_____ Yes / No

10. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise concerning a SHM Triad, LLC Franchise that is contrary to, or different from, the information contained in our Disclosure Document?**

_____ Yes / No

11. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a SHM Triad, LLC Franchise?**

_____ Yes / No

12. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise concerning the total amount of revenue a SHM Triad, LLC Franchise will generate?**

_____ Yes / No

13. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise regarding the costs you may incur in operating a SHM Triad, LLC Franchise that is contrary to, or different from, the information contained in our Disclosure Document?**

_____ Yes / No

14. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a SHM Triad, LLC Franchise?**

_____ Yes / No

15. **Has any SHM Triad, LLC employee or representative speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support services or assistance that we will furnish to you that is contrary to, or different from, the information contained in our Disclosure Document?**

_____ Yes / No

16. **If you have answered "Yes" to any of questions 10 through 16 above, please provide a full explanation of your answer in the following blank lines. Attach additional pages, if necessary. If you answered "No" to each of questions 10 through 16, leave the following lines blank.**

_____

_____

_____

_____

You understand that **SHM Triad, LLC** is relying on the truthfulness and completeness of your responses to the questions above in granting a Franchise to you. By signing this Franchise Questionnaire, you are stating you have responded truthfully to all of the above questions.

YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY DISPUTE ARISING BETWEEN YOURSELF AND SHM TRIAD, LLC, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE.

FRANCHISEE:

_____

_____
(Signature)

_____
(Print Name)

Individually and on behalf of:

_____

EXHIBIT "M" TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC AND OTHER

ADDENDA AND RIDERS

EXHIBIT "N" TO THE DISCLOSURE DOCUMENT

FORM OF

RELEASE

FORM OF RELEASE

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal, approved transfer or purchase by us of the assets of a franchisee's **SHM Triad, LLC** Franchise. We may periodically modify the release.

THIS RELEASE is given by _____ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, "**we**," "**us**" or "**ours**"), to SHM Triad, LLC and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, "**you**" or "**your**"). Effective on the date of this Release, we forever release and discharge you from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which we now have or ever had against you, including without limitation, anything arising out of that certain Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**"), the franchise relationship between the parties, and any other relationships between you and us; except your obligations under the _____ Agreement. This Release is effective for: (a) any and all claims and obligations, including those of which we are not now aware; and (b) all claims we have from anything which has happened up to now; provided, however, that all liabilities arising under Indiana Code Sec. 23-2-2.7, the Maryland Franchise Registration and Disclosure Law and/or the Minnesota Franchise Act are excluded from this release, and that all rights enjoyed by us under the Franchise Agreement and any causes of action arising in our favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law, Paragraphs 687.4 and 687.5 be satisfied. If we are domiciled or have our principal place of business in the State of California, then we hereby expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.".

We are bound by this Release. We freely and voluntarily give this Release to you for good and valuable consideration and we acknowledge its receipt and sufficiency.

We represent and warrant to you that we have not assigned or transferred to any other person any claim or right we had or now have relating to or against you.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Alabama law.

This Release is effective _____, 20__, notwithstanding the actual date of signatures.

[Signature on page that follows.]

IN WITNESS WHEREOF, the undersigned execute this Release:

By: _____

Name: _____

Title: _____

Date: _____

(STATE OF _____)

(COUNTY OF _____)

The foregoing instrument was acknowledged before me this the _____ day of _____, 20___, by _____, who is personally known to me or has produced _____ as identification.

_____

Signature of Notary

_____

Printed Name of Notary

My Commission Expires: _____

EXHIBIT "O" TO THE DISCLOSURE DOCUMENT

RECEIPTS

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below.

State	Effective
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT
(Retain this copy for your records)

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

If SHM Triad, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement for the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If SHM Triad, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency in Exhibit "F".

The franchisor is SHM Triad, LLC, located at 500 Southland Drive, Suite 224, Birmingham, AL 35226. Its telephone number is (205) 542-1290.

Issuance Date: May 6, 2025

The franchise seller for this offering is [check one]

___ Tim Meehan

___ Joe Soles

___ George Heinemann

whose principal business address and telephone number are 500 Southland Drive, Suite 224, Birmingham, AL 35226, (205) 542-1290.

SHM Triad, LLC authorizes the respective state agencies identified in Exhibit "F" to receive service of process for it in their particular state.

I received a disclosure document dated May 6, 2025 that included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	List of Franchisees
Exhibit C	List of Franchisees Who Have Left the System
Exhibit D	Form of Confidential Operating Manual Table of Contents
Exhibit E	Form of Key-Employee Manager Confidentiality Agreement
Exhibit F	List of State Agencies/Agents for Service of Process
Exhibit G	Form of Franchise Agreement
Exhibit H	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit I	Form of Principal Owner's Guaranty
Exhibit J	Form of Principal Owner's Statement
Exhibit K	Form of Confidentiality, Non-Solicitation and Non-Competition Agreement for Franchise Agreement

Exhibit L	Franchisee Questionnaire
Exhibit M	State Specific and other Addenda and Riders
Exhibit N	Form of Release
Exhibit O	Receipts

_____ _____

_____ _____

Date Received Prospective Franchisee Signature

_____

Print Name

RECEIPT
(Sign, Date, and return this copy to us)

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

If SHM Triad, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement for the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If SHM Triad, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency in Exhibit "F".

The franchisor is SHM Triad, LLC, located 500 Southland Drive, Suite 224, Birmingham, AL 35226. Its telephone number is (205) 542-1290.

Issuance Date: May 6, 2025

The franchise seller for this offering is [check one]

___ Tim Meehan

___ Joe Soles

___ George Heinemann

whose principal business address and telephone number are 500 Southland Drive, Suite 224, Birmingham, AL 35226, (205) 542-1290.

SHM Triad, LLC authorizes the respective state agencies identified in Exhibit "F" to receive service of process for it in their particular state.

I received a disclosure document dated May 6, 2025 that included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	List of Franchisees
Exhibit C	List of Franchisees Who Have Left the System
Exhibit D	Form of Confidential Operating Manual Table of Contents
Exhibit E	Form of Key-Employee Manager Confidentiality Agreement
Exhibit F	List of State Agencies/Agents for Service of Process
Exhibit G	Form of Franchise Agreement
Exhibit H	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit I	Form of Principal Owner's Guaranty
Exhibit J	Form of Principal Owner's Statement
Exhibit K	Form of Confidentiality, Non-Solicitation and Non-Competition Agreement for Franchise Agreement

Exhibit L	Franchisee Questionnaire
Exhibit M	State Specific and other Addenda and Riders
Exhibit N	Form of Release
Exhibit O	Receipts

_____ _____

Date Received Prospective Franchisee Signature

_____

Print Name