FRANCHISE DISCLOSURE DOCUMENT

SH Franchising, LLC
A Delaware limited liability company
901 Dulaney Valley Road,
Suite 700
Towson, Maryland 21204
1-866-353-3743
www.seniorhelpers.com

The franchisee will operate care agencies that provide various non-medical and personal assistance services, primarily for elderly individuals, including care and companionship services, bathing, dressing, and grooming, light housekeeping, meal planning and preparation, running errands, medication reminders, and Alzheimer's and dementia care and caregiver staffing for various facilities (the "**Senior Helpers Care Business**").

The total investment necessary to begin operation of a Senior Helpers Care Business ranges from $176,500 to $231,500. This includes an initial fee of between $55,000 and $75,000 that you must pay to us. If you are purchasing a Senior Helpers Franchised Business from an existing franchisee, other than the purchase consideration, the estimated initial investment ranges from $87,700 to $230,000.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Rob Cantrell, Chief Franchise Development Officer, SH Franchising, LLC, 901 Dulaney Valley Road, Suite 700, Towson, MD 21204, (410) 337-5494.

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

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

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

The issuance date of this Franchise Disclosure Document is April 29, 2026.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D and E.
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 F 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 Senior Helpers 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 Senior Helpers' franchisee?	Item 20 or Exhibit D and E list 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 franchised 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 B.

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 the state where we have our principal place of business (currently Maryland). 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 the state where we have our principal place of business (currently Maryland) than in your own state.

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

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

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.

Michigan Disclosure Addendum

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

(A) **A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.**

(B) **A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.**

(C) **A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.**

(D) **A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.**

(E) **A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.**

(F) **A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF**

ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.*

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

*** * * ***

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

*** * * ***

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF

INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913
(571) 373-7117

SENIOR HELPERS
FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

SH Franchising, LLC is the franchisor. For ease of reference, we will refer to SH Franchising, LLC as "us", "our" or "we." (We will sometimes refer to the franchisor, or us, as "**SH-Delaware**" to distinguish us from our predecessors and their related entities (see below), some of which have the same entity name.) We are a Delaware limited liability company and were formed in Delaware following the conversion of SH-Florida (as defined below) to SH-Delaware on October 5, 2012. Our principal business address is 901 Dulaney Valley Road, Suite 700, Towson, Maryland 21204. Our agents for service of process are listed in Exhibit C to this Disclosure Document.

We conduct our business under our entity name and the name "Senior Helpers," and no others.

SH-Delaware began to offer franchises for Senior Helpers Care Businesses (as defined below) in October 2012. However, SH-Florida (defined and discussed below) began offering franchises in March 2010, and its predecessor began offering franchises in April 2005.

Other than the franchises being offered in this Disclosure Document, we do not and have not in the past offered franchises in this or any other line of business, and we are not involved in other business activities. We do not operate, and have not operated, a business of the type described in this Disclosure Document. However, as discussed below, our affiliates operate Senior Helpers Care Businesses, and an affiliate of SH-Florida operated one Senior Helpers Care Business from May 2002 until March 2012. In addition, as discussed below, an affiliate of Waud Capital Partners, an investment firm described below, with indirect investments in us, operate businesses similar to Senior Helpers businesses by providing skilled home healthcare services, under the trade name "Concierge Home Care".

Our Parents, Predecessors and Affiliates (and transaction history)

The following is a summary of our parents, predecessors and affiliates required to be disclosed in this Disclosure Document.

Our immediate parent company is SHF Acquisition (defined below). On March 20, 2024, in a transaction that we refer to in this Item 1 as the "**Waud Capital Transaction**," Senior Support Holdings (Franchise) Acquisition, Inc., a Delaware corporation, purchased 100% of the equity ownership of SHF Acquisition. Senior Support Holdings (Franchise) Acquisition, Inc. is 100% owned by Senior Support Holdings, L.P., a Delaware limited partnership ("**Senior Support**"). Senior Support is owned by a group of investors and an investment fund managed by Waud Capital Partners. As part of the Waud Capital Transaction, a different subsidiary of Senior Support, Senior Support Holdings (Corporate) Acquisition, Inc., a Delaware corporation, purchased 100% of the equity ownership of SH Corporate (defined below) and is the entity that owns the entities that own and operate "company owned" Senior Helpers businesses. The principal business address for Senior Support, Senior Support Holdings (Franchise) Acquisition, Inc. and Senior Support Holdings (Corporate) Acquisition, Inc. is 300 North LaSalle Street, Suite 4900, Chicago, IL 60654. Senior Support, Senior Support Holdings (Franchise) Acquisition, Inc., and Senior Support Holdings (Corporate) Acquisition, Inc. do not offer, and have not offered franchises in any line of business, do not operate Senior Helpers businesses or similar businesses, and do not provide products or services to our franchisees.

The following is a description of prior transactions, which explain the creation of us – the franchisor – our affiliates, and our company-owned operations.

We (also referred to as SH-Delaware) became the franchisor in 2012. During the period beginning on September 28, 2012 and ending on October 9, 2012, we and SH-Florida (defined below) consummated a

series of financing and re-capitalization related transactions (collectively, the "**2012 Transactions**") which resulted in the conversion of SH-Florida into SH-Delaware and the merger of SH-Florida and SH Holdings (defined below). As part of the 2012 Transactions, SH-Delaware became the franchisor of the Senior Helpers franchise system and network of Senior Helpers Care Businesses.

The first predecessor required to be disclosed in this Item 1 is SH Franchising, LLC, a Florida limited liability company ("**SH-Florida**"). Its principal place of business was 8600 LaSalle Road, Suite 311, Towson, Maryland 21286. Except for the franchising of the Senior Helpers Care Businesses before the 2012 Transactions, SH Florida did not offer franchises in any line of business, and did not operate any other business.

Prior to the 2012 Transactions, one of SH-Florida's affiliates, SH Holdings, LLC, a Florida limited liability company ("**SH Holdings**" or "**SH Holdings-Florida**") was the owner of the Marks (defined below) and System. Under an agreement between SH Holdings and SH-Florida, SH-Florida had the right to use and license others to use the System and Marks. On September 28, 2012, in connection with the 2012 Transactions, SH Holdings merged with and into our predecessor SH Franchising, LLC, and SH-Florida became the surviving entity of the merger. As of September 28, 2012, all of the Marks and the System were owned by SH-Florida (subject to the filing of administrative documents with governmental agencies).

On October 5, 2012, SH-Florida converted from a Florida limited liability company to a Delaware limited liability company, and the franchisor became SH-Delaware. All of the assets of the franchise system, including the franchise agreements, Marks and System are currently owned by SH-Delaware, and SH-Delaware continues to hold all of the rights, privileges and powers, as well as the debts, liabilities and duties, of SH-Florida.

On October 21, 2016, our parent, SHF Acquisition Company, Inc., (**"SHF Acquisition"**) acquired 100% of the equity of SH-Delaware. SHF Acquisition does not offer franchises in any line of business or provide products or services to the franchisees of SH-Delaware. SHF Acquisition's principal business address is 901 Dulaney Valley Road, Suite 700, Towson, MD 21204. One of SHF Acquisition's wholly-owned subsidiaries, SH Franchising ULC, ("**SHF ULC**"), a British Columbia unlimited liability company, began franchising Senior Helpers Care Businesses solely in Canada in January 2025. SHF ULC was formed on May 7, 2024 and its principal place of business is 901 Dulaney Valley Road, Suite 700, Towson, MD 21204.

Our affiliate, SH Corporate Company, Inc. (**"SH Corporate"**), a Delaware corporation, was formed on April 10, 2017. SH Corporate's principal business address is 901 Dulaney Valley Road, Suite 700, Towson, Maryland 21204. Effective May 1, 2017, SH Corporate purchased the membership interests of Senior Helpers LLC, a Maryland limited liability company. Senior Helpers LLC was originally owned by one of the founders and principal owners of SH Franchising-Maryland, and that entity owned and operated one Senior Helpers Care Business in Towson, Maryland from May 2002 until March 2012. In March 2012 it was sold to a franchisee and the business was operated as a franchised business since March 2012. Senior Helpers LLC was an affiliate of SH Franchising-Maryland and SH-Florida until March 2012. As of May 1, 2017, Senior Helpers LLC's Senior Helpers business in Towson, Maryland became an "affiliate-owned" or "company-owned" business. In September 2025 the ownership of Senior Helpers LLC was sold to a franchisee and it is currently operated as a Senior Helpers franchised business. Effective August 9, 2017, SH Corporate purchased the membership interests of Handle With Care In-Home Care & Assistance, LLC, an Illinois limited liability company. Handle With Care In-Home Care & Assistance's business is located in Des Plaines, Illinois and is an "affiliate-owned" or "company-owned" business. Effective April 16, 2018, SH Corporate purchased the common stock of Samuel Services Corporation, a North Carolina corporation. Samuel Services Corporation operated multiple Senior Helpers franchised businesses from December 17, 2007 until April 16, 2018. Samuel Services Corporation's business is located in Pineville, North Carolina and is an "affiliate-owned" or "company-owned" business. Effective August 20, 2018, SH Corporate purchased the common stock of Clear Blue Holdings, Inc., a Pennsylvania corporation. Clear Blue Holdings operated a Senior Helpers franchised business from December 31, 2012 until August 20, 2018. Clear Blue Holding's business was an "affiliate-owned" or "company-owned" business until October 2025,

when the ownership of Clear Blue Holdings was sold to American Care Holdings, LLC, an affiliate of ours. Effective August 30, 2021, SH Corporate purchased the membership interests of Miller Home Care, LLC, a Wisconsin limited liability company. Miller Home Care, LLC operated multiple Senior Helpers franchised businesses from 2006 to August 30, 2021. Miller Home Care, LLC was an "affiliate-owned" or "company-owned" business until September 2025 when it sold substantially all of its assets to a franchisee, which currently operates as a Senior Helpers franchised business in the greater Milwaukee, Wisconsin area. Miller Home Care, LLC no longer is an operating entity. SH Corporate is a minority owner of a Senior Helpers franchised business located in New York, New York.

Our affiliate, SHCC Chicago, LLC ("**SH Chicago**"), a Delaware limited liability company, was formed on November 14, 2017. SH Chicago's principal business address is 1400 East Touhy Avenue, Suite 305, Des Plaines, Illinois 60018. Effective December 29, 2017, SH Chicago purchased substantially all of the assets of Tucker Marketing Group, Inc., an Illinois corporation, pursuant to an Asset Purchase Agreement. Tucker Marketing Group operated multiple Senior Helpers franchised businesses from January 27, 2009 until December 29, 2017.

SHF Holding Company, LLC ("**SHF Holding**"), a Delaware limited liability company, was the 100% equity owner of both SHF Acquisition and SH Corporate until April 1, 2021 when it sold 100% of the equity ownership of SHF Acquisition and SH Corporate to Advocate Aurora Enterprises, Inc. ("**Advocate Aurora**"). Advocate Aurora's principal business address is 750 West Virginia Street, Milwaukee, WI 53204-1539. As part of the Waud Capital Transaction, Advocate Aurora sold its ownership interests in SHF Acquisition and in SH Corporate to Senior Support.

Waud Capital Partners is an investment firm that invests in healthcare companies and healthcare related IT and software companies. As of the effective date of the Waud Capital Transaction, one of the Waud portfolio company investments is in Concierge Home Care. Concierge Home Care provides in home health care and assistance to seniors, including providing fully trained nurses and skilled healthcare professionals. Concierge Home Care operates from 25 offices in Florida. It does not offer franchises in any line of business, and does not provide products or services to the franchisees of SH-Delaware.

On April 3, 2025 an affiliate of ours, Senior Support Holdings (Flow-Through) Acquisition, LLC ("**SSH**"), a Delaware limited liability company, purchased 100% of the equity interests of American Care Holdings, LLC, a Delaware limited liability company. American Care Holdings, LLC is the sole owner of MedTec Healthcare and Private Duty, LLC, an Illinois limited liability company ("**MedTec**"). MedTec provides some of the same types of care services that our Senior Helpers Care Businesses provide in their clients' homes and through its adult day center locations. MedTec's clients are primarily located in the greater Chicago, Illinois area and its home care clients consist solely of persons whose care is paid for through Medicaid payor sources. Our affiliate does not plan to use the Senior Helpers brand name to operate MedTec. SSH's principal business address is 300 N. La Salle Drive, Suite 4900, Chicago, IL 60654. MedTec's principal business address is 350 South Northwest Highway, Park Ridge, IL 60068. MedTec's parent company, American Care Holdings, LLC also owns Clear Blue Holdings, Inc. located in Erie, PA and Darlene V. Murphy Co., located in Philadelphia, PA. Clear Blue Holdings, Inc. and Darlene V. Murphy Co. both provide the same types of care services that our Senior Helpers Care Businesses provide in their clients' home, however, the vast majority of their care provided is paid for through Medicaid payor sources.

The Franchise Offered

We and our affiliates have, over a considerable time period and with considerable effort, developed a system relating to the establishment and operation of care agencies (the "**System**"). We offer franchises for the operation of care agencies that operate under the System and the "Senior Helpers" mark (the "**Senior Helpers Care Businesses**"). These care agencies provide various non-medical care and personal assistance services, primarily for elderly individuals. These services include care and companionship services, bathing, dressing, grooming, and personal hygiene assistance, light housekeeping, meal planning and

preparation, running errands, transportation, medication reminders, Alzheimer's and dementia care, and caregiver staffing for various facilities. We continue to develop and modify the System.

The Senior Helpers Care Businesses, and the System, have distinctive characteristics. These characteristics currently include providing generalized non-medical care services, including individual pre-engagement evaluations and assessments; procedures for operations; quality of services offered; procedures for management; training and assistance; advertising and promotional programs; business formats, methods, procedures, standards, and specifications. We may periodically change and improve the Senior Helpers Care Businesses and System.

We use, promote, and license certain trademarks, service marks, and other commercial symbols including the marks "SENIOR HELPERS" and "SENIOR HELPERS & Design" in operating Senior Helpers Care Businesses (the "**Marks**"). The Marks have gained and will continue to gain public acceptance and goodwill. We may create, use, and license other trademarks, service marks, and commercial symbols for Senior Helpers Care Businesses. If we do, these other marks and symbols will become part of the "Marks."

We are offering franchises to persons or legal entities that meet our qualifications, and are willing to undertake the investment and effort to own and operate a Senior Helpers Care Business using our System and Marks.

We will loan a franchisee a copy of our Operations Manual. The Operations Manual may include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed electronically or via the Internet or an internal extranet, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules that we periodically prescribe for operating a Senior Helpers Care Business. These are our **"System Standards."** The Operations Manual also contains information on a franchisee's other obligations under the Franchise Agreement (as defined below). We may modify the Operations Manual periodically to reflect changes in System Standards and other guidance and requirements regarding the operation and management of Senior Helpers Care Businesses.

We may offer you the opportunity to enter into a franchise agreement ("**Franchise Agreement**") with us. We refer to the individuals, corporations, limited liability companies, or general or limited partnerships who will be the franchisee as "**you**" in this Disclosure Document. Under the Franchise Agreement we will grant you the right and license (the "**Franchise**") to operate a Senior Helpers Care Business (the "**Franchised Business**") at a location identified in the Franchise Agreement (the "**Premises**"). The Premises will be in an area identified under the Franchise Agreement (the "**Territory**"). The Franchise Agreement will be for a term beginning on the Effective Date of the Franchise Agreement and expiring 10 years from the opening date of the Franchised Business or five (5) years from the opening date of the Franchised Business if you are buying an existing Senior Helpers Franchised Business (re-sale/transfer) or buying your second or more Senior Helpers Franchised Business (the "**Initial Term**"). You must operate the Franchised Business in the Territory. You must use the System in operating your Franchised Business. You must at all times perform your obligations under the Franchise Agreement faithfully, honestly, and diligently, and use your best efforts to promote the Franchised Business.

You must operate the Franchised Business from an approved office, and not from a residence. If you have not identified the Premises, and received our approval of the Premises before you sign the Franchise Agreement, the Premises will be identified as part of our site selection and approval process.

Except for limited situations and provided that you are in full compliance with this Agreement, we and our affiliates will not operate or grant a franchise for the operation of another Senior Helpers Care Business at a location within the Territory during the term of the Franchise Agreement.

Management of a Senior Helpers Care Business

You, as the franchisee, may be an individual, sole proprietor owner, or you may be an entity. If you are an entity, you must appoint an Operating Principal. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management and operation matters, and the only person from your entity that we will recognize as having authority to communicate for you and your entity. You, or your Operating Principal, will manage and provide general oversight of the Franchised Business.

Each Franchised Business will have a Key Manager. The Key Manager may be an owner of the franchisee entity, or a person designated by you, subject to our approval. The Key Manager will be charged with responsibility for direct supervision of the Franchised Business. Typically the Key Manager is the person having the authority and responsibility for planning, directing, and controlling the activities of the Franchised Business, either directly or indirectly.

Industry-Specific Regulations

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to the caregivers and other employees. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the staffing and management of an in-home personal care business. In addition to complying with all employment, labor, and wage and hour laws, there may be wage and hour laws or regulations in your state that apply to home care workers. There may also be other laws and regulations specific to in-home care, personal assistance services, and companion care services. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time. In addition, you must operate the Franchised Business in full compliance with all applicable federal, state and local laws, rules, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. Your Franchised Business may be considered a Covered Entity for the purposes of HIPAA if it provides health care services as defined by federal law and you transmit any health information in electronic form in connection with a HIPAA covered transaction. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business. If your Franchised Business provides services to clients whose payment for services are made by government payors such as the Veterans Administration, Medicare Advantage, or Medicaid, you will be required to complete Office of Inspector General (OIG), List of Excluded Individuals/Entities (LEIE), and System for Award Management (SAM) exclusion checks of all your employees upon hire and monthly.

Competition

The market for personal care services is developing. The aging of the population has increased demand for a variety of non-medical care services. As a franchisee, you will compete with other care service chains, both franchised and non-franchised, as well as independent care service providers. Some companies focus on a specific niche of care and some try to cover a broader range of care. We will help you locate and understand the competitors in your area.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and Member of the Board of Managers: Peter Ross

Mr. Ross has been our CEO since our inception, and a Member of our Board of Managers since October 2012. Mr. Ross is also the CEO of SH Town Square Franchising, Inc. ("**SH Town Square**") operating out

of Perry Hall, Maryland and has been since its inception in 2018, and the CEO of Town Square Franchising LLC operating out of Perry Hall, Maryland, and has been since its inception in December 2023.

Executive Chairmen of the Board of Managers: Steve Jakubcanin

Mr. Jakubcanin has been our Executive Chairman of the Board of Managers since March 2024. Mr. Jakubcanin has been an Executive Partner of Waud Capital Partners in Chicago, Illinois since March 2023. Prior to that Mr. Jakubcanin was the CEO of Cornerstone Healthcare Group in Dallas, Texas from January 2017 to February 2023.

Chief Franchise Development Officer: Rob Cantrell

Mr. Cantrell has been our Chief Franchise Development Officer since December 2024. Before that he was our Executive Vice President of Franchise Development from December 2021 to December 2024. Before that, Mr. Cantrell was our Vice President of Franchise Development from January 2016 to December 2021.

Chief Financial Officer: Mark Steinberg

Mr. Steinberg has been our Chief Financial Officer since June, 2023. Before that, Mr. Steinberg was a principal with Strauss & Associates, P.A. in Owing Mills, Maryland from July 2022 to June 2023. Prior to that Mr. Steinberg was a partner with BDO USA, LLP in Owing Mills, Maryland from January 2021 to April 2022. Mr. Steinberg was not employed in May and June of 2022.

Chief Operations Officer Mari Baxter

Ms. Baxter has been our Chief Operations Officer since April, 2021. Before that, Ms. Baxter was our Executive Vice President and Chief Performance Officer from December 2019 to April, 2021. From September 2008 to December 2019, Ms. Baxter held various roles with us including Senior Vice President of Franchise Operations in Towson, Maryland.

Chief Marketing and Growth Officer Juliet Diiorio

Ms. Diiorio has been our Chief Marketing and Growth Officer since January 2026. Before that, Ms. Diiorio was the Chief Revenue/Marketing Officer for Threshold Brands in Boston, Massachusetts from August 2023 through January 2026. Prior to that Ms. Diiorio acted as Chief Marketing Officer of PetSmart Veterinary Services in Phoenix, Arizona from January 2023 through August 2023 through her employment with Silvercrest in Los Angeles, California. Prior to that Ms. Diiorio acted as the Chief Marketing Officer for James Ryder Interactive in Delray Beach, Florida from April 2022 to January 2023. Before that, Ms. Diiorio was a self-employed consultant from October 2021 to March 2022 in Ft. Worth, Texas. Prior to that Ms. Diiorio was the Chief Marketing Officer for Liberty Tax Services in Hurst, Texas from September 2019 to September 2021.

Senior Vice President of Training and Staff Development Christina Chartrand

Ms. Chartrand has been our Senior Vice President of Training and Development since December 2023. Prior to that she was our Vice President of Training and Development from March 2010 to December 2023.

Chief Information Officer Michael Chumley

Mr. Chumley has been our Chief Information Officer since November, 2021. Before that, Mr. Chumley was our Vice President of Information Technology from May 2012 to November 2021.

General Counsel and Chief Compliance Officer Michael Todd

Mr. Todd has been our General Counsel and Chief Compliance Officer since November 2024. Before that, Mr. Todd was our General Counsel from January 2024 through November 2024. Prior to that Mr. Todd acted as our outside General Counsel from January 2011 through December 2023.

Except as described above, the location of the employer for each of the officers, directors and management personnel listed in this Item 2 is Towson, Maryland.

ITEM 3
LITIGATION

Allegra Nienart as Attorney-in-Fact for Benjamin Nienart and Lila B. Nienart, husband and wife vs. SH Franchising, LLC, Skylands Home Care, LLC dba Senior Helpers, Kewbwna Bonna, Tamara Young and Erica Craft, Superior Court of New Jersey for Essex County, ESX-L-220-16. The complaint was initially filed in January 2016, but was amended on July 6, 2016 to include SH-Delaware as a party. The amended complaint alleged that a former franchisee's caregiver was negligent in caring for the plaintiffs. The amended complaint included claims of negligence, negligent hiring, violation of the New Jersey Consumer Fraud Act and that SH-Delaware is vicariously liable for such negligence/violations based on an agency and apparent agency theories. The plaintiffs requested compensatory, punitive, and special damages, as well as interest and costs of suit. The parties entered into a Release of All Claims on October 4, 2017, wherein the parties agreed to dismiss the litigation and the plaintiff was paid $150,000. The parties to the action signed a Stipulation of Dismissal With Prejudice on November 29, 2017, stipulating and agreeing that all claims filed by the plaintiffs against all defendants, and any all cross-claims between the parties are dismissed with prejudice. The Superior Court of New Jersey for Essex County dismissed the action on November 30, 2017.

Wilma Beck by Attorney-in-Fact Barbara Elkins v. Foreman Care Corp. and SH Franchising, LLC – Cass County Superior Court, Indiana, Case No. 09D1-1805-CT-000012 – Wilma Beck filed a complaint on May 10, 2018 against Foreman Care Corp., a franchisee and SH-Delaware. The complaint alleges counts of vicarious liability and respondent superior, negligence, negligent hiring and supervision, negligent infliction of emotional distress, breach of contract, unjust enrichment, breach of fiduciary duties and/or constructive fraud, senior consumer protection act liability, and deceptive consumer sales act liability for negligent caregiving, real and personal property damage caused to Wilma Beck's home and theft of more than $8,000 of Wilma Beck's personal funds. Defendants filed an answer to the complaint on July 16, 2018. The parties entered into a Release and Confidentiality Agreement on August 5, 2019 wherein the plaintiff was paid $150,000 in return for the dismissal of the lawsuit with prejudice. The Cass County Superior Court dismissed the action on August 26, 2019.

In Re: Franchise No Poaching Provisions (SH Franchising, LLC), State of Washington, King County Superior Court, Civil Case No. 19-2-31058-8 - On September 6, 2019 the Attorney General of Washington sent notice to SH-Delaware that it was investigating "no-poach" provisions in its franchise agreements and issued a Civil Investigative Demand requesting information related to the franchise agreements used by SH-Delaware. On November 22, 2019 the State of Washington and SH-Delaware entered into and filed an Assurance of Discontinuance ("AOD") in the matter. As part of the AOD, SH-Delaware agreed to (1) notify all franchisees of the entry of the AOD, (2) seek to amend all franchise agreements with State of Washington franchisees to remove the non-solicitation of employees provision from the franchise agreements, and (3) not include the non-solicitation provision of employees in its franchise agreement for all franchisees nationwide.

Cynthia D. Johns v. ACK Home Care, LLC, SH Franchising, LLC and John C. Koflowitch, Case No. 3:24-cv-00210, U.S. District Court for the Southern District of Ohio Dayton Division. Complaint filed on July 25, 2024 alleging violations of the Fair Labor Standards Act, the Ohio Wage Act, Ohio Prompt Pay Act, and Unjust Enrichment against us, a franchisee of ours, and the franchisee's owner. A Settlement Agreement was entered into by the litigants on March 25, 2025, in which ACK Home Care, LLC, the franchisee of SH-Delaware, agreed to pay $42,000 to the plaintiffs in return for a release of all defendants and dismissal of the litigation with prejudice. (We did not contribute to the settlement payment). The case was dismissed with prejudice on April 11, 2025.

Other than these items, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us a nonrecurring and initial franchise fee in the lump sum of $55,000 when you sign the Franchise Agreement. The initial franchise fee is fully earned by us, uniformly applied, and is non-refundable. We have offered to finance the initial franchise fee for certain exceptional franchisees to purchase an additional franchised business. See Item 10 for further details. If you are signing the Franchise Agreement in connection with the purchase of an existing Senior Helpers Franchised Business from an existing franchisee or from us (as part of a transfer or re-sale), you will not be required to pay the initial franchise fee.

Our standard sized Territory being offered consists of between 25,000 and 35,000 seniors (age 65 or older). If the population of your Territory is between 35,001 seniors and 40,000 seniors, you must pay an additional $10,000 initial franchise fee (a total of $65,000). If the population of your Territory is between 40,001 seniors and 45,000 seniors, you must pay an additional $15,000 initial franchise fee (a total of $70,000). If the population of your Territory is between 45,001 seniors and 50,000 seniors, you must pay an additional $20,000 initial franchise fee (a total of $75,000).

To honor those men and women who have served in the U.S. military we offer a fifteen percent (15%) discount of the initial franchise fee to individuals who qualify. The veteran must have served in the U.S. Armed Forces such as the Air Force, Army, Coast Guard, Marines, or Navy and must not have been discharged or released therefrom under dishonorable conditions.

ITEM 6
OTHER FEES

Type of Fee (Note 1)	**Amount**	**Date Due**	**Remarks**
Royalty	During the first Year of Operation, 5% of the Gross Sales (see Note 2) from the preceding two-week period. Following the first Year of Operation, the greater of 5% of the Gross Sales from the preceding two-week period, or the Minimum Periodic Royalty Payment. If you are a new owner that is signing your first	On the Wednesday immediately following the previous two-week period	The Royalty is payable to us by an automatic, electronic debit of funds. See Note 2 below.

Type of Fee (Note 1)	**Amount**	**Date Due**	**Remarks**
	Franchise Agreement with us, and you sign the Franchise Agreement and pay the initial franchisee fee on Discovery Day then, during the six (6) month period beginning on the Opening Date, the Royalty will be 2.5% of the Gross Sales from the preceding two-week period. (see Notes 2 and 3)		
Marketing Fund (see Note 4)	An amount up to 2% of your Gross Sales. (See Note 4). Currently 1.5% of the first $2,000,000 of Gross Sales per calendar year per Territory and .75% of your Gross Sales greater than $2,000,000 per calendar year per Territory, with a minimum contribution of $75 per billing period	Payable in the same manner as the Royalty	Further details about the Marketing Fund can be found in Item 11, under the subheading "Marketing."
Brand Management Fee	Currently $100 per two-week period per territory, but we may increase this amount upon 30 days advance written notice, up to $375 per two-week period per territory	Payable in the same manner as the Royalty	Further details about the Brand Management Fee can be found in Item 11, under the subheading "Marketing."
On-Going Training	Reasonable registration or similar fees. Currently, the registration fee for the national conference is approximately $1,199 per main attendee (Operating Principal) and $499 for each additional attendee. Non-attendance fee of $2,000.	As incurred	We may require you (or your Operating Principal), your Key Manager, and/or other previously trained and experienced managers to attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate, as well as periodic conventions, regional meetings, and conferences that we specify. Attendance at the national conference is required of all franchisees. If you fail to attend the national conference you will be charged the conference

Type of Fee (Note 1)	Amount	Date Due	Remarks
			registration fee plus a non-attendance fee. The registration fee covers the registration of all Key Managers of a Franchised Business for the specific training program or meeting. The attendance fee for the national conference is for each attendee. We require at least one person from your Franchised Business which may be you (or your Operating Principal), your Key Manager, and/or other previously trained and experienced managers and employees to attend and complete Senior Gems® training within six (6) months of the Opening Date. You agree to pay all travel and living expenses which you and your employees incur during all Senior Gems® training.
Transfer Fee	50% of our then-current initial franchise fee or such greater amount as is required to reimburse us for reasonable expenses associated with reviewing the transfer. If transfer is between 25% - 50% of the ownership interest of the franchisee, the fee is $5,000.	At time of transfer	The transfer fee will be waived if the transferee is an entity you control.
Offering Fee	$7,500 or such greater amount as is necessary to cover our costs and expenses for reviewing the proposed offering.	When you notify us of the potential offering	Payable to us for reviewing a proposed offering of stock or partnership interests in your company.
Interest on Overdue Amounts	1.5% per month or the highest commercial contract interest rate that the law allows on amounts owed to us.	Upon demand	We may debit your bank account automatically for late fees and interest. This interest on overdue amounts is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Franchised Business.
Late Fee	$150 per day, maximum of $600 per occurrence	Upon demand	Payable to us for each day you are late reporting your Gross Sales. If we are forced to estimate your Gross Sales, you will be charged an additional $250.

Type of Fee (Note 1)	**Amount**	**Date Due**	**Remarks**
Late Opening Date Minimum Royalty	$500 per month	Each 30-day period that you are not opened following the 240-day deadline to open.	Payable to us if you do not open within 240 days from signing the Franchise Agreement. The Late Opening Date Minimum Royalty will be payable at the beginning of each 30-day period following the deadline to open.
Cross-Territorial Policies Payment	First Violation – 50% of the Gross Sales derived from infringed clients and $2,500 administrative fee; Second Violation - 50% of the Gross Sales derived from infringed clients and $5,000 administrative fee; Third Violation - 50% of the Gross Sales derived from infringed clients and $10,000 administrative fee. If the violation is considered intentional, however, 100% of the Gross Sales derived from infringed client.	Varies	A violation of the Cross-Territorial Policies may subject you to a payment to us, and to one or more franchisees who operate in other territories.
Audit Costs	Costs of the examination	Upon demand	Payable only if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of Gross Sales exceeding 5% of the amount that you actually reported to us for the period examined.
Non-Compliance Fee	$500 per occurrence, and $100 for each week such default or non-compliance remains uncured	On demand	The additional weekly charge is our best estimate of the ongoing costs to monitor your action until the default or non-compliance is rectified and cured. The Non-Compliance Fee applies to each notice of non-compliance that we provide you, for each separate event, action, or inaction of default or non-compliance.
Indemnification	Varies	Upon demand	You will indemnify us against any costs arising out of the Franchised Business's operation, the business you

Type of Fee (Note 1)	Amount	Date Due	Remarks
			conduct under the Franchise Agreement, or your breach of the Franchise Agreement.
Costs and Attorneys' Fees	Varies	Upon demand	Reimbursement to us for all of the costs and expenses that we incur due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with the Franchise Agreement.
Insurance Costs	Varies	Upon demand	If you fail or refuse to obtain and maintain the insurance we specify, we may obtain the insurance for you and the Franchised Business on your behalf, in which event you must 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.
Liquidated Damages	Varies	Upon termination of Franchise Agreement	If we terminate the Franchise Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, during the two (2) year period immediately following the Opening Date, you agree to pay to us, as liquidated damages. An amount equal to: (***a***) the average of your bi-weekly Royalty and Marketing Fund contributions for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your bi-weekly Royalty and Marketing Fund contributions for the number of months you have operated the Franchised Business); (***b***) multiplied by 52.
IT Fee	Currently $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees. We may increase the fee	Monthly	We and our affiliates may charge you a monthly or other fee for certain information technology related costs such as Learning Management System, FranConnect access, Hosting, LIFE Profile License Fee, IT Support Services and the Applicant Tracking System, that we, our affiliates or vendors provide during the term of the Franchise Agreement. The IT Fee is

Type of Fee (Note 1)	Amount	Date Due	Remarks
	upon 30 days advance written notice to cover our increased costs of providing the information technology products/services plus an administrative fee of no more than 10% of the IT Fee.		payable to us by an automatic, electronic debit of funds. (Note 5)

Notes:

(Please review the table above in conjunction with the notes that follow.)

1. Except for the Cross-Territorial Policies Payment, all fees are imposed by and are payable to us. All fees are uniformly applied to new system franchisees and are non-refundable. However, in cases and circumstances in which it was appropriate to do so, we may have waived some or all of these fees for a particular franchisee.

2. "Gross Sales" means all revenue that you bill/invoice (whether or not collected), plus all other amounts you derive, from operating the Franchised Business, including all services and products sold, all amounts that you charge, invoice, or receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (2) excluding client-billed caregiver mileage reimbursements.

During the first Year of Operation (as defined below) you must pay a Royalty of 5% of the Gross Sales of the Franchised Business for each two-week period. Following the first Year of Operation, you must pay a Royalty equal to the greater of (i) 5% of the Gross Sales of the Franchised Business for each two-week period or (ii) the Minimum Periodic Royalty Payment (described below) for each period.

If you are a new owner that is signing your first Franchise Agreement with us, and you sign the Franchise Agreement and pay the initial franchise fee on your Discovery Day then, during your first six months of Operation of the Franchised Business, you will pay a Royalty equal to 2.5% of the Gross Sales of the Franchised Business for each two-week period. "Discovery Day" is a day when you meet our franchise team in person at our corporate headquarters to discuss the opportunity to become a franchisee.

Minimum Periodic Royalty Payment

The Minimum Periodic Royalty Payment will be:

Year of Operation*	Minimum Performance Standards	Minimum Periodic Royalty Payment
1	$200,000	--
2	$400,000	$400,000/26 x .05 = $769.23/period
3	$550,000	$550,000/26 x .05 = $1,057.69/period
4	$650.000	$650,000/26 x .05 = $1,250.00/period
5	$750,000	$750,000/26 x .05 = $1,442.31/period

Year of Operation*	Minimum Performance Standards	Minimum Periodic Royalty Payment
6	$850,000	$850,000/26 x .05 = $1,634.62/period
7	$950,000	$950,000/26 x .05 = $1, 826.92/period
8	$1,050,000	$1,050,000/26 x .05 = $2,019.23/period
9	$1,150,000	$1,150,000/26 x .05 = $2,211.54/period
10 and subsequent years	$1,250,000	$1,250,000/26 x .05 = $2,403.85/period

* For the purposes of the Minimum Performance Standards, the first Year of Operation will begin on the initial date of the first royalty reporting period and continue for 26 billing periods each year. If there is a transfer, the Minimum Performance Standards for the new franchise agreement (if applicable) will be based on the Gross Sales of the transferor for the twelve (12) month period immediately preceding the date of the transfer. For example, if the transferor's Gross Sales for the twelve (12) month period immediately preceding the date of the transfer were $425,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standards for Operating Year 3 or $550,000 (and the applicable Minimum Periodic Royalty Payment of $1,057.69 per period shall apply) for the year following the transfer.

In the event that your Royalty fees paid during a Year of Operation was in excess of the greater of either (i) the applicable Minimum Periodic Royalty Payment(s) for such Year of Operation multiplied by 26 periods or (ii) 5% of the Gross Sales of the Franchised Business for the Year of Operation, then we will refund you such excess Royalty fees within thirty (30) days of the ending date of the applicable Year of Operation.

You will authorize us to debit your business checking account automatically for the Royalty, the Marketing Fund contribution, the Brand Management Fee, and the IT Fee (the "**Electronic Depository Transfer Account"** or "**EDTA**"). We will debit the EDTA on the specified dates that payments are due.

3. The Royalty will be calculated on a bi-weekly basis, according to the two-week accounting and reporting periods established by us.

4. The current Marketing Fund contribution is 1.5% of the first Two Million Dollars ($2,000,000.00) of Gross Sales per calendar year per Territory, and .75% of Gross Sales in excess of Two Million Dollars ($2,000,000.00) per calendar year per Territory, with a minimum contribution of $75 per billing period. These amounts may be increased, including an increase of up to 2% of Gross Sales, after we provide you with sixty (60) days prior notice of the increase. We have the right to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense.

We may at any time defer or reduce contributions of a Senior Helpers Care Business franchisee and, upon thirty (30) days prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund.

We will work with you to develop, on an annual basis, an advertising and marketing plan (the "**Plan**") for you, your Franchised Business, and your Territory. In addition to your Marketing Fund contribution, you must spend each month, beginning at least two weeks before you commence operations, at least $1,500 or 2% of your Gross Sales, whichever is higher, to advertise and promote your Franchised Business in accordance with your Plan.

5. We require you to license your Email/SPAM/Support from our required vendor. The current fees for the Email/Microsoft Office/SPAM/Support are $22 per license per month.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount/ (Low-High Range)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (1)	$55,000 - $75,000	Lump sum	At signing of your Franchise Agreement	Us
Travel and Living Expenses While Training (2)	$2,000 - $3,000	As incurred per participant	During training	Airlines, hotels and restaurants
Lease, Utility and Security Deposits (3)	$11,000 - $13,000	As incurred	When you sign your lease or start up an account with utility company	Landlord, Utilities
Leasehold Improvements (4)	$17,000 - $23,000	As incurred	As incurred	Third parties
Promotional Items (5)	$2,500 - $4,000	As incurred	When ordered	Suppliers
Additional Staffing (6)	$23,000 - $25,000	As incurred	As incurred	Employees
Furniture & Fixtures and Equipment (including Computer System) (7)	$17,500 - $20,400	As incurred	When ordered	Suppliers
Supplies (8)	$700 - $1,500	As incurred	When ordered	Suppliers
Initial Advertising (9)	$6,000 - $7,000	As incurred	As incurred	Third parties; suppliers
Business License & Permits (10)	$0 - $12,500	As incurred	As incurred	Third parties
Legal/Professional Fees (11)	$100 - $1,300	As incurred	As incurred	Attorney/ Accountant
Insurance (12)	$4,000 - $5,000	As incurred	Before opening	Insurance agent or carrier
Recruitment (13)	$1,500 - $2,000	As incurred	As incurred	Third parties
Additional Funds (3 months) (14)	$36,200 - $39,800	As incurred	As incurred	Employees, suppliers, utilities
Total (15)	$176,500 - $231,500			

Notes:

The table above represents the initial investment for a single Franchised Business. Please review the table and the notes that follow.

(1) Initial Franchise Fee. The initial franchise fee is $55,000 and is paid when you sign the Franchise Agreement. Our standard sized Territory being offered consists of between 25,000 and 35,000 seniors (age 65 or older). If the population of your Territory is between 35,001 seniors and 40,000 seniors, you must pay an additional $10,000 initial franchise fee (a total of $65,000). If the population of your Territory is between 40,001 seniors and 45,000 seniors, you must pay an additional $15,000 initial franchise fee (a total of $70,000). If the population of your Territory is between 45,001 seniors and 50,000 seniors, you must pay an additional $20,000 initial franchise fee (a total of $75,000). We have offered to finance the initial franchise fee for certain exceptional franchisees to purchase an additional franchised business. See Item 10 for further details.

(2) Travel/Training. You will pay for all travel and living expenses which you (or your Operating Principal) and all of your employees incur and for your employees' wages and workers' compensation insurance while they are training. The costs will depend on the distance you must travel and the type of accommodations you choose. We will provide the initial training program at our franchise administrative office (currently Towson, Maryland) or at a designated training facility of our choice. The low estimate assumes that you live within driving distance of our headquarters or the designated training facility; the high estimate assumes that you will incur costs for lodging, food and travel for the training period.

(3) Lease; Utility and Security Deposits. You must operate from an office within your Territory. We expect that you will need approximately 1,000 square feet for the office. Offices must contain signage and a separate area for training that is not part of shared space. You must have a dedicated training space designed as a realistic simulation of a client's home ("Center of Excellence"). Lease costs will vary with real estate costs in each market. You are responsible for obtaining all necessary permits or licenses for the site locating, renovation and operation of the Franchised Business.

Prepaid rent and security deposits are generally required by landlords, utilities and certain other merchants or government entities. The high end of this estimated cost includes a one-month security deposit. Based on our experience, we have found that prepaid rent is generally non-refundable. Security or other deposits may be refundable either in full or in part, depending on your lease or contract.

(4) Leasehold Improvements. Leasehold improvements will vary with many factors, including the size and conditions of the Premises and whether the lessor provides any type of tenant improvement allowance.

(5) Promotional Items. You will need to order promotional items from an approved vendor, such as coffee mugs, pens, note pads, candy jars, etc. that will be used to help market your franchise in your territory. These costs will include printing services for promotional items.

(6) Additional Staffing. You will need to hire a full-time office support person and marketing person initially to help you with scheduling and other office administrative duties and marketing initiatives. This will need to be done at opening and will help you to establish your business quicker than doing it by yourself.

(7) Furniture, Fixtures and Equipment (including Computer System). You may need to purchase furniture and fixtures (e.g., desks and chairs) for the Premises. You will need to purchase furniture and equipment for the Center of Excellence. Various household furniture such as a bed, chair/recliner, tables and durable medical equipment will be necessary to build the Center of Excellence. Financing may be available for some of your leasehold improvements, fixtures, signage and furnishings through lessors or third parties. If you finance these items, you will incur financing costs.

The equipment cost estimate includes costs for communications equipment, computer hardware (computer – server, computer – client, printer/fax multifunction), and the costs of obtaining the required software we specify from time to time. The equipment cost estimate also includes a $1,500 fee for the "IT Jump Start" program which you will contract for through our preferred vendor. The IT Jump Start program includes consulting and education on computer system setup and our IT standards. We require you to license your Home Care Software from our required vendor WellSky. The current fees for the Home Care Software include, but are not limited to, a $750 training fee and monthly licensing fee of $10 per active client per month, with a minimum fee of $85 per month. Telephone and Internet connection service may cost approximately $50 to $300 per month. We and our affiliates may charge you a monthly fee or other fees for certain information technology related costs such as Learning Management System, FranConnect access, the LIFE Profile software, Hosting, Core IT Services, and the Applicant Tracking System. Currently the IT Fee is $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees. We expect that this fee will begin to be incurred during your first month of operations. You will need to install indoor signage in the Premises and outdoor signage in connection with the operation of a Franchised Business. Currently, neither we nor our affiliates are suppliers of signage.

(8) Supplies. The estimates for this line item reflect the costs of various office supplies you will need in connection with the operation of the Franchised Business.

(9) Initial Advertising. We strongly recommend that you conduct advertising, marketing, and promotional campaigns just prior to opening your Franchised Business and during the first few months of operations. We can help you develop these initial advertising plans and programs. We recommend that you spend approximately $6,000 to $7,000 on this initial advertising.

(10) Business Licenses. You may be required to obtain a business license or permit before you can open the Franchised Business.

(11) Legal and Professional Fees. We believe that it is important for you to consult with your own accountant, attorney, risk management and/or business advisor before making any decision to enter into a Franchise Agreement with us. You should also use an attorney or other business advisor to review any lease or other agreements that you enter in connection with your Franchised Business or other independent business relationship.

(12) Insurance. This is an estimate of your initial insurance premium for required property and public liability insurance. Your costs will vary depending on your market, the amount of coverage you select, your insurance carrier and other factors. The cost of other coverage, 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 our Senior Helpers Care Businesses 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.

(13) Recruitment. This is an estimate for your recruitment of the employees and caregivers of the Franchised Business.

(14) Additional Funds. This is an estimate only for the additional operating capital needed to operate your Franchised Business during the initial 3 months after you open for business. We cannot guarantee that you will not have additional expenses starting the business. The estimate includes items such as initial payroll and payroll taxes (including payroll to cover the pre-opening training period for some of your Franchised Business staff), continuing service and royalty fees, Marketing Fund contributions, professional fees (including accounting and computer fees), additional advertising, rent, repairs and maintenance, bank charges, IT fees, miscellaneous supplies and equipment, state tax

and license fees, depreciation/amortization, deposits and prepaid expenses (if applicable) and other miscellaneous items.

The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, whether your Franchised Business is located in a new market or a mature market, your experience and business acumen, competition, and the sales level you reach during this initial period. Additional operating expenses will be incurred in connection with the ongoing operation of your Franchised Business and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.

(15) Total. We have relied on data from our experience in the care business to compile these estimates. Your costs will depend on a number of factors including local economic and market conditions. The availability and terms of financing obtained from third parties will depend upon factors such as the availability of financing generally, your credit worthiness, collateral which you may make available, policies of local lending institutions concerning the type of business or the purpose for which money will be used, and other similar factors.

Unless otherwise noted above, none of the above fees are refundable to you.

If you are purchasing a Senior Helpers Franchised Business from an existing franchisee, other than the purchase consideration, the following will be your estimated initial investments.

YOUR ESTIMATED INITIAL INVESTMENT – RE-SALE

Type of Expenditure	Estimated Amount/ (Low-High Range)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee-Transfer Fee (1)	$27,500	As incurred	Upon closing of sale	Us
Travel and Living Expenses While Training (2)	$2,000 - $3,000	As incurred per participant	During training	Airlines, hotels and restaurants
Lease, Utility and Security Deposits (3)	$7,000 - $13,000	As incurred	When you sign your lease or start up an account with utility company	Landlord, Utilities
Leasehold Improvements (4)	$0 - $23,000	As incurred	As incurred	Third parties
Promotional Items (5)	$2,000 - $4,000	As incurred	When ordered	Suppliers
Additional Staffing (6)	$0 - $50,000	As incurred	As incurred	Employees
Furniture & Fixtures and Equipment (including Computer System) (7)	$0 - $12,000	As incurred	When ordered	Suppliers
Supplies (8)	$700 - $1,500	As incurred	When ordered	Suppliers
Initial Advertising (9)	$6,000 - $7,000	As incurred	As incurred	Third parties; suppliers

Type of Expenditure	Estimated Amount/ (Low-High Range)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Business License & Permits (10)	$0 - $12,500	As incurred	As incurred	Third parties
Legal/Professional Fees (11)	$1,000 - $5,000	As incurred	As incurred	Attorney/ Accountant/HR
Insurance (12)	$4,000 - $5,000	As incurred	Before opening	Insurance agent or carrier
Recruitment (13)	$1,500 - $6,000	As incurred	As incurred	Third parties
Additional Funds (3 months) (14)	$36,000 - $60,500	As incurred	As incurred	Employees, suppliers, utilities
Total (15)	$87,700 – $230,000			

Notes:

The table above represents the initial investment (other than the purchase consideration) for a single Franchised Business that you purchase from an existing Senior Helpers franchisee. Please review the table and the notes that follow.

(1) Initial Franchise Fee-Transfer Fee. The initial franchise fee does not apply to your purchase of a Senior Helpers franchisee, however, either you or the transferor is required to pay a transfer fee of $27,500 plus any broker fees we incur to help you find a transferee.

(2) Travel/Training. You will pay for all travel and living expenses which you (or your Operating Principal) and all of your employees incur and for your employees' wages and workers' compensation insurance while they are training. The costs will depend on the distance you must travel and the type of accommodations you choose. We will provide the initial training program at our franchise administrative office (currently Towson, Maryland) or at a designated training facility of our choice. The low estimate assumes that you live within driving distance of our headquarters or the designated training facility; the high estimate assumes that you will incur costs for lodging, food and travel for the training period.

(3) Lease; Utility and Security Deposits. You must operate from an office within your Territory. We expect that you will need a minimum of 1,000 square feet for the office. You may decide to assume the previous franchisee's office lease, if we consent, or you may choose to find a new office location, that shall be subject to our prior approval. Offices must contain signage and a separate area for training that is not part of shared space. You must have a dedicated space for a Center of Excellence. Lease costs will vary with real estate costs in each market. You are responsible for obtaining all necessary permits or licenses necessary for the site locating, renovation and operation of the Franchised Business.

Prepaid rent and security deposits are generally required by landlords, utilities and certain other merchants or government entities. The high end of this estimated cost includes a one-month security deposit. Based on our experience, we have found that prepaid rent is generally non-refundable. Security or other deposits may be refundable either in full or in part, depending on your lease or contract.

(4) Leasehold Improvements. Leasehold improvements will vary with many factors, including the size and conditions of the Premises.

(5) Promotional Items. You will need to order promotional items from an approved vendor, such as coffee mugs, pens, note pads, candy jars, etc. that will be used to help market your franchise in your territory. These costs will include printing services for promotional items.

(6) Additional Staffing. You may need to hire additional staff as appropriate per our suggestions.

(7) Furniture, Fixtures and Equipment (including Computer System). You may need to purchase furniture and fixtures (e.g., desks and chairs) for the Premises. You will need to purchase furniture and equipment for the Center of Excellence. Various household furniture such as a bed, chair/recliner, tables and durable medical equipment will be necessary to build the Center of Excellence. Financing may be available for some of your leasehold improvements, fixtures, signage and furnishings through lessors or third parties. If you finance these items, you will incur financing costs. The low end of the estimates for line items "Signage" and "Furniture & Fixtures" reflects the lessor's contribution to the full costs of "Signage" and "Furniture & Fixtures."

The equipment cost estimate includes costs for communications equipment, computer hardware (computer – server, computer – client, printer/fax multifunction), and the costs of obtaining the required software we specify from time to time. The equipment cost estimate also includes a $1,500 fee for the "IT Jump Start" program which you will contract for through our preferred vendor. The IT Jump Start program includes consulting and education on computer system setup and our IT standards. We require you to license your Home Care Software from our required vendor. The current fees for the Home Care Software include, but are not limited to, a $750 training fee and monthly licensing fee of $10 per active client, with a minimum fee of $85 per month. Telephone and Internet connection service may cost approximately $50 to $300 per month. We and our affiliates may charge you a monthly fee or other fees for certain information technology related costs such as Learning Management System, FranConnect access, LIFE Profile Software, Hosting, Core IT Services, and the Applicant Tracking System. Currently the IT Fee is $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees. We expect that this fee will begin to be incurred during your first month of operations. You will need to install indoor signage in the Premises and outdoor signage in connection with the operation of a Franchised Business. Currently, neither we nor our affiliates are suppliers of signage.

(8) Supplies. The estimates for this line item reflect the costs of various office supplies you will need in connection with the operation of the Franchised Business.

(9) Initial Advertising. We strongly recommend that you conduct advertising, marketing, and promotional campaigns just prior to opening your Franchised Business and during the first few months of operations. We can help you develop these initial advertising plans and programs. We recommend that you spend approximately $6,000 to $7,000 on this initial advertising.

(10) Business Licenses. You may be required to obtain a business license or permit before you can open the Franchised Business.

(11) Legal and Professional Fees. We believe that it is important for you to consult with your own accountant, attorney, risk management and/or business advisor before making any decision to enter into a Franchise Agreement with us. You should also use an attorney or other business advisor to review any lease or other agreements that you enter in connection with your Franchised Business or other independent business relationship.

(12) Insurance. This is an estimate of your initial insurance premium for required property and public liability insurance. Your costs will vary depending on your market, the amount of coverage you select, your insurance carrier and other factors. The cost of other coverage, 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 our Senior Helpers Care Businesses 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.

(13) Recruitment. This is an estimate for your recruitment of the employees and caregivers of the Franchised Business.

(14) Additional Funds. This is an estimate only for the additional operating capital needed to operate your Franchised Business during the initial 3 months after you open for business. This estimate assumes that you will be producing some level of Gross Sales during the initial 3 months from your purchase of the Franchised Business. We cannot guarantee that you will not have additional expenses starting the business. The estimate includes items such as initial payroll and payroll taxes (including payroll to cover the pre-opening training period for some of your Franchised Business staff), continuing service and royalty fees, Marketing Fund contributions, professional fees (including accounting and computer fees), additional advertising, rent, repairs and maintenance, bank charges, IT fees, miscellaneous supplies and equipment, state tax and license fees, depreciation/amortization, deposits and prepaid expenses (if applicable) and other miscellaneous items.

The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, whether your Franchised Business is located in a new market or a mature market, your experience and business acumen, competition, and the sales level you reach during this initial period. Additional operating expenses will be incurred in connection with the ongoing operation of your Franchised Business and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.

(15) Total. We have relied on data from our experience in the care business to compile these estimates. Your costs will depend on a number of factors including local economic and market conditions. The availability and terms of financing obtained from third parties will depend upon factors such as the availability of financing generally, your credit worthiness, collateral which you may make available, policies of local lending institutions concerning the type of business or the purpose for which money will be used, and other similar factors.

Unless otherwise noted above, none of the above fees are refundable to you.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in accordance with System Standards and the Franchise System. During the term of the Franchise Agreement:

The Franchised Business will provide all client care, companion services and personal assistance services, and other services and products that we specify from time to time;

The Franchised Business will offer and sell approved services and products only in the manner we have prescribed;

You will not offer for sale or sell at or from the Franchised Business, a client's home, or any other location any services or products we have not approved;

You will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing. Without limiting the previous requirement, you must not provide any medical care or medical services, as determined by us and applicable local, state, and federal laws and regulations, without our prior approval.

Approved Products, Distributors and Suppliers

We have developed or may develop standards and specifications for types, models and brands of required Operating Assets all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, and point-of-sale information system), furnishings, and signs are referred to as "**Operating Assets**" in this Disclosure Document, and other products. If we develop such standards and specifications, we will either furnish these standards to you in the Operations Manual or otherwise in writing. Our criteria for approving suppliers, however, is fluid (but which is, generally, the ability to satisfy our quality standards and controls), and is not provided to franchisees. We reserve the right from time to time to approve specifications or suppliers and distributors of the above products that meet our reasonable standards and requirements. If we do so, you must purchase only products meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including ourselves or our affiliates. We expect that we will notify you of approval or disapproval of suppliers, specifications, or products within 90 days of your written request for approval. At this time, we do not limit the suppliers from whom you may purchase approved products, except that a franchisee may not be an approved vendor to other Senior Helpers Franchised Businesses.

We may designate a single distributor or supplier (collectively, "**Supplier**") for any product, service, equipment, supply or material and may approve a supplier or distributor only as to certain products. The designated supplier may be us or an affiliate of ours. Currently, other than for the licensing of proprietary software or technology and advertising, as may be applicable (and, as discussed below), and except as described below, neither we nor our affiliates are approved suppliers.

We and our affiliates may receive payments from suppliers on account of the suppliers' dealings with you and other franchisees, and may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. In 2025, we received no rebates on payments from suppliers based on franchisee purchases.

Except as noted above, neither we nor any affiliate of ours will derive (and, except as described above, neither we nor any affiliate of ours have derived) revenue as a result of your purchases or leases in accordance with our specifications or standards or from approved suppliers.

We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or advantageous advertising support or services. Approval of a supplier or distributor may be conditioned on requirements concerning product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor from time to time.

We may negotiate purchase arrangements (including price terms) with certain suppliers of Approved Products. In doing so, we seek to promote the overall interests of our franchise system and our interests as the franchisor.

Except as described in this Item 8, we do not provide any material benefits to you based on your use of designated or approved suppliers (such as new Territory).

We estimate that your purchases or leases from approved suppliers or in accordance with our specifications will represent approximately 20% to 40% of your total purchases in the establishment of the Franchised Business, and 70% to 90% of your total purchases in your continuing operation of the Franchised Business.

Computer System

You must obtain and use the computer hardware and/or operating software and/or communications capabilities we specify from time to time (the "**Computer System**"). We may modify specifications for and components of the Computer System.

Advertising

We will work with you to develop, on an annual basis, an advertising and marketing plan (the "**Plan**") for you, your Franchised Business, and your Territory. You must comply with all requirements regarding the Plan, including use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, and compliance with all promotional recommendations. In addition to your Marketing Fund contribution obligations, you must spend each month, beginning at least two weeks before you commence operations, at least $1,500 or 2% of your Gross Sales, whichever is greater, to advertise and promote your Franchised Business in accordance with your Plan. Your local advertising and promotion must follow our guidelines, which may include, among other things, requirements for, or restrictions regarding, the use of the Marks and notices of our Website's domain name in the manner we designate. We may specify third parties that you must use for the design and development of your local advertising. However, you will be required to pay those third parties directly without any offset to your local expenditures requirements.

For all proposed advertising, marketing, and promotional plans, you must submit samples of plans and materials to us for our review and prior written approval (except concerning prices that you may charge). If written approval is not received by you from us within ten days of the date of receipt by us of the samples or materials, the samples or materials will be deemed to have been disapproved.

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 and 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 $500,000 per occurrence and $500,000 aggregate; (7) fidelity bond with limits of at least $25,000 per occurrence and $2,500 deductible; (8) cyber insurance with limits of at least $500,000 per occurrence and $500,000 aggregate; and (9) 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 greater 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 insurance 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.

Payroll and Payroll Tax Providers

You are required by federal and state laws to comply with certain employment laws and employee payroll and tax requirements and to pay employment taxes on behalf of your employees. You may also offer various employee benefits (but we do not require that you do), such as health, dental and/or vision insurance, a 401(k) plan, or other benefits. All employment, hiring, firing, compensation, and benefits decisions and actions are your sole responsibility. As a means to provide consistent reporting of payroll and employee information, along with providing benefits administration and other human resource functions, and to assist you in your payroll and payroll tax obligations, we require that all new franchisees retain and utilize an approved third-party payroll, tax and employee services administrator. We will strongly encourage and recommend that all existing franchisees utilize the designated payroll and benefits administrator. The fees for these services will be electronically debited from your bank account and paid to a third-party vendor. Franchisees are not allowed to be vendors or suppliers.

None of our officers owns an interest in any companies that are vendors or suppliers to our franchisees.

* * *

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 to be best, to vary System Standards for any franchisee or any franchised Senior Helpers Care Business based upon the peculiarities of any condition that we consider important to that franchisee's or Senior Helpers Care 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 Agreement. 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 Agreement(s)	Disclosure Document Item(s)
a. Site selection and acquisition/lease	Section 2.1 of the Franchise Agreement	8 & 11
b. Pre-opening purchases/leases	Sections 2.2 and 2.4 of the Franchise Agreement	5, 7, 8 & 11

Obligation	Section in Agreement(s)	Disclosure Document Item(s)
c. Site development and other pre-opening requirements	Sections 2.2 and 2.6 of the Franchise Agreement	8 & 11
d. Initial and ongoing training	Sections 4.1 and 4.2 of the Franchise Agreement	11
e. Opening	Section 2.5 of Franchise Agreement	11
f. Fees	Sections 2.4, 3, 9.2, 12.3, and 12.8 of the Franchise Agreement	5 & 6
g. Compliance with standards and policies/Operating Manual	Sections 4.4, 5.2, and 8 of the Franchise Agreement	8, 11 & 14
h. Trademarks and proprietary information	Sections 5 and 15.2 of the Franchise Agreement	13 & 14
i. Restrictions on products/services offered	Sections 8.2 and 8.3 of the Franchise Agreement	5, 8 & 16
j. Warranty and customer service requirements	Section 8.4 of the Franchise Agreement	16
k. Territorial development	Not applicable	Not applicable
l. Ongoing product/service purchases	Sections 2.4, 8.3, and 8.4 of the Franchise Agreement	8
m. Maintenance, appearance and remodeling requirements	Sections 8.1, 8.9 and 13.2 of the Franchise Agreement	8
n. Insurance	Sections 2.5, 8.4, and 8.6 of the Franchise Agreement	7 & 8
o. Advertising	Section 9 of the Franchise Agreement	6, 8 & 11
p. Indemnification	Sections 5.5, 11.2, 16.4, and 17.3 of the Franchise Agreement	Not applicable
q. Owner's participation/ management/staffing	Section 8.5 of the Franchise Agreement	15
r. Records/reports	Sections 3.2 and 10 of the Franchise Agreement	6
s. Inspection/audits	Section 11 of the Franchise Agreement	6 & 11
t. Transfer	Section 12 of the Franchise Agreement	17
u. Renewal	Section 13 of the Franchise Agreement	17
v. Post-termination obligations	Section 15 of the Franchise Agreement	17
w. Non-competition covenants	Sections 7 and 15.4 of the Franchise Agreement	17
x. Dispute resolution	Section 17 of the Franchise Agreement	17

Obligation	Section in Agreement(s)	Disclosure Document Item(s)
y. Taxes/permits	Sections 2.2, 2.5, and 16.3 of the Franchise Agreement	1
z. Personal Guarantee	Section 1.8 and Exhibit D of the Franchise Agreement	15

ITEM 10
FINANCING

Other than the financing described below, we do not offer direct or indirect financing. Since 2013, we have offered and provided financing of the entire initial franchise fee to certain exceptionally performing franchisees for the purchase of an additional franchised business. The financed amount was to be repaid via monthly installments over a two-to three-year period with simple interest at the rate of eight percent (8%) to nine percent (9%) per annum. No security interest was taken to secure the financing. The debt was personally guaranteed by the owners of the franchises who purchased the franchised business as an entity. The debt can be prepaid without any prepayment penalty. Upon a default of the note, the entire balance owed by the franchisee is to be accelerated and the franchisee would be responsible for our reasonable attorney's fees and court costs incurred in collecting the debt. Additionally, upon a default of the note, we could elect to terminate the Franchise Agreement with the franchisee. The loan agreement does not bar the franchisee from asserting a defense against us or our assignees. We have no intent to sell, assign, or discount to a third party all or part of the financing arrangement. Although we may continue to provide financing to certain franchisees for the purchase of an additional franchised business, we will not offer financing to any new franchisee. The standard form of the promissory note is attached hereto as Exhibit L.

We do not guarantee your note, lease or obligation.

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

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

Pre-Opening Obligations

We are required by the Franchise Agreement to provide certain assistance and services to you. Before you open your Franchised Business:

(1) We will assist you in your site selection by providing you with our site selection guidelines and criteria, and sources to obtain demographic information related to the Territory. We will provide you with certain recommended or required specifications for your office. For more details on site selection, please refer to the "Site Selection" subheading in this Item 11 below. (Franchise Agreement, Section 2.1).

(2) We will give you mandatory and suggested specifications and layouts for your office at the Premises, including recommended office size and design and required or recommended fixtures, equipment, and signs. (Franchise Agreement, Section 2.2).

(3) We will conduct an initial training program. For more details on training, please refer to the "Training" subheading below. (Franchise Agreement, Section 4.1).

(4) During the Initial Term, we will loan you one copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed

electronically or via the Internet or our extranet (if one is developed) and/or written materials. (Franchise Agreement, Section 4.4).

(5) We will provide access to our proprietary data-driven assessment tool to be used in the operation of the Franchised Business, which will be licensed to you by us under the LIFE Profile License Agreement (See Exhibit F to the Franchise Agreement).

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business, however, currently we supply you with a starting marketing kit which includes a stand-up banner. We also provide you with a list of approved vendors for any required equipment, signs or supplies that you need to operate your Franchised Business. We do not deliver or install the required equipment, signs or supplies.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and services to you. During the operation of your Franchised Business:

(1) We or our affiliates may retain a third-party provider, or an Applications Service Provider (or ASP) to provide some or all of the service and support for your benefit or the benefit of Senior Helpers Care Businesses, and we may pay a service or ASP hosting fee. (Franchise Agreement, Section 2.4).

(2) We will, at our own cost, within six (6) months of your opening, send one of our representatives to the Franchised Business for a period of up to 2 days to assist with operations of the Franchised Business. (Franchise Agreement, Section 4.1).

(3) We will advise you from time to time regarding the Franchised Business's operation based on your reports to us and/or our direct or indirect observations, and we will provide guidance to you concerning: (a) standards, specifications, and operating procedures and methods that Senior Helpers Care Businesses use; (b) advertising and marketing materials and programs; (c) employee training and recruiting programs; and (d) administrative, bookkeeping, and accounting procedures. (Franchise Agreement, Section 4.3).

(4) We will provide assistance to you through mandatory standards and suggested operations procedures in our Operations Manual. (Franchise Agreement, Section 4.4).

(5) We will administer the Marketing Fund under the Franchise Agreement. (Franchise Agreement, Section 9.2).

(6) We will work with you to develop an advertising and marketing plan for you, your Franchised Business, and your Territory. (Franchise Agreement, Section 9.3).

Site Selection

You must operate the Franchised Business from an approved office, and not from a residence or a "virtual" or "identity" office within your Territory. If you operate more than one Senior Helpers Care business from multiple territories that are geographically contiguous, we may, in our sole discretion, permit you to operate the Franchised Business from one of your other approved offices. Your office must contain signage and a separate area for training that is not part of shared space. You must have a dedicated space for a Center of Excellence. You must obtain our written approval of the Franchised Business's proposed office location before signing any lease, sublease, or other document for the site.

We may assist you in your site selection by providing you with our site selection guidelines and criteria, and sources to obtain demographic information related to the Territory. We will provide you with certain recommended or required specifications for your office. If we have completed any research on the market

area that you are considering, we will provide you with it for information and background purposes only. You should verify all information provided.

We will use reasonable efforts to approve or disapprove the proposed site within 30 days after your request for our approval. Upon our approval of a site, and after you secure the site, we will insert its address into the Franchise Agreement, and it will be the Premises. You may operate the Franchised Business only from the Premises. If you do not begin operating your Franchised Business from an approved office within 210 days of signing the Franchise Agreement, we may terminate your Franchise Agreement.

If you desire to move or relocate your office, you must provide us a written request for relocation and a detailed reason for relocation. You must receive our prior written approval before you can relocate. Any proposed move must be within your Territory, and a relocation will be subject to the same criteria, conditions, and procedures as we have established (and may in the future modify) for the initial approval of the office.

If we recommend or give you information regarding the Territory, or a site for the Premises, and if we approve a site, our advice, action, or information is not a representation or warranty of any kind, express or implied, of the site's suitability for a Senior Helpers Care Business or any other purpose. Our recommendation indicates only that we believe that the site meets our then acceptable criteria. Applying criteria that have appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we recommend or approve fail to meet your expectations. Your acceptance of the Franchise should be based on your own independent investigation of the Territory and the site. Our site-selection assistance is primarily for our benefit and not for your benefit.

The typical time from signing the Franchise Agreement and opening the Franchised Business is approximately 180 to 240 days depending on the ability to obtain a lease, zoning and local ordinances, licensing and other factors.

Training

We will conduct an initial training program for you (or, if you are an entity, your Operating Principal), and your initial Key Manager, which will address the material aspects of operating a Senior Helpers Care Business. Training for you and/or your Key Manager may be conducted at our discretion within 6 months before opening the Franchised Business. We will provide the initial training program at our headquarters or at a designated training facility of our choice.

We will provide the initial training, for no additional fee, for your initial required attendees. In addition, if we have space available in a regularly scheduled training class, you may bring other of your employees to the training class(es) at no additional charge. You must pay for all travel and living expenses which you (or your Operating Principal) and all of your employees incur and for your employees' wages and workers' compensation insurance while they are training.

You (or your Operating Principal), and the initial Key Manager (if any) must satisfactorily complete initial training. If you (or your Operating Principal) or your initial Key Manager fail to complete the initial training to our satisfaction, then you may repeat the course or send a substitute to complete the next available training program. We reserve the right to charge you for substitute personnel that attend the next training program.

All management personnel, including Operating Principal and Key Manager(s), and any other personnel that we designate, must receive our certification before managing the Franchised Business or training other personnel. We may, at any time during the term of the Franchise Agreement, decertify any previously

certified personnel if we learn or determine that a person is regarded as no longer complying with our standards and procedures. Any person that has been decertified must satisfactorily complete a training or re-training program to receive our certification. We reserve the right to charge for training personnel that have been decertified.

In addition, all management personnel, and other personnel working at the Franchised Business must satisfactorily complete all state and local government required training and must meet all required licensing requirements.

If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you must pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

The following chart outlines our initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-and Post-Initial Training			
Pre-Opening Procedures	20.0	Not applicable	Remote Training
Competitive Analysis and Pricing	2.0	Not applicable	Remote Training
Advertising	2.0	Not applicable	Remote Training
Accounting	3.0	Not applicable	Remote Training
Setting Business and Advertising Plans	2.0	Not applicable	Remote Training
Hireology Overview	1.0	Not applicable	Remote Training
Relias Supervisor Training	1.0	Not applicable	Remote Training
LIFE Profile App Training	1.0	Not applicable	Remote Training
Caregiver Orientation	1.0	Not applicable	Remote Training
Sales Training	2.0	Not applicable	Remote Training
Post Training-Opening Procedures	20.0	Not applicable	Remote Training
Day 1			
Introduction	.5	Not applicable	Towson, Maryland
Senior Helpers Services	3.0	Not applicable	Towson, Maryland

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Understanding Payer Sources	.5	Not applicable	Towson, Maryland
Introduction to Vendors	.5	Not applicable	Towson, Maryland
Understanding Key Referral Sources Caregiver Recruitment and Interviewing	2.0	Not applicable	Towson, Maryland
Caregiver Orientation & Retention Strategies	2.0	Not applicable	Towson, Maryland
Day 2			
Lead Generation, Content Marketing, Marketing Collateral, Building a Local marketing Plan, SH Micro Site, and PR	6.0	Not applicable	Towson, Maryland
Franchise Accounting and Finance	1.0	Not applicable	Towson, Maryland
Day 3			
Technology Overview	1.0	Not applicable	Towson, Maryland
Client Assessment Process	1.0	Not applicable	Towson, Maryland
LIFE Profile Introduction & Overview	4.5	Not applicable	Towson, Maryland
Day 4			
LIFE Profile Scoring	2.0	Not applicable	Towson, Maryland
Developing Care Plans	2.0	Not applicable	Towson, Maryland
Assessment Objections	1.0	Not applicable	Towson, Maryland
Scheduling and Paperwork	2.0	Not applicable	Towson, Maryland
Day 5			
Service Calls Training & Handling Objections	5.5	Not applicable	Towson, Maryland
Handling Objections	1.0	Not applicable	Towson, Maryland
Learning Management System Overview	.5	Not applicable	Towson, Maryland
Day 6			
Referral Sources & Assessment	2.0	Not applicable	Towson, Maryland
Sales Strategy	2.0	Not applicable	Towson, Maryland
Referral Center Objections, Responses, and Qualifying Questions	3.0	Not applicable	Towson, Maryland
Total	43		

Our training program is conducted under the supervision of Christina Chartrand. Ms. Chartrand has been involved in the elder care business for more than twenty (20) years and has been involved in franchise systems and franchise training for more than twenty-five (25) years (at Senior Helpers, Kiddie Academy and Drama Kids).

You (or your Operating Principal), and/or other previously trained and experienced Key Managers and employees, must attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate, as well as periodic conventions, regional meetings, and conferences that we specify. Currently, all franchisees (or their Operating Principal or Key Manager, as we may designate) are required to attend regional and annual conferences and meetings. We may charge reasonable registration or similar fees for these courses. Currently, the attendance fee for the national annual conference will be approximately $1,199 per main attendee (Operating Principal) and $499 for each additional attendee. If attendance at these conventions, conferences and meetings is required, we reserve the right to charge you the registration fee and other fees, including a non-attendance fee in an amount we designate, even if you or the required attendee does not attend. We charge a fee for the national conference for each required attendee. In addition, you must pay all travel and lodging costs to attend. We may increase the registration fee to cover our costs of putting on the national annual conference, plus an administrative fee of no more than 10% of such costs.

We require at least one person from your Franchised Business which may be you (or your Operating Principal), your Key Manager, and/or other previously trained and experienced managers and employees to attend and complete Senior Gems® training within six (6) months of the Opening Date. You agree to pay all travel and living expenses which you and your employees incur during all Senior Gems® training.

Your replacement Key Managers and Operating Principal (if applicable and if any) must satisfactorily complete our initial training program within ninety (90) days after being designated as Key Managers or Operating Principal. You must pay all travel and living expenses, payroll and workers' compensation insurance, which you and your employees incur during all training courses and programs.

Any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time.

The instructional materials for our training program include the Manual.

Marketing

The Marketing Fund

The image of the Senior Helpers brand, the Marks, and Senior Helpers Care Businesses held by the public in general, by clients, and by Senior Helpers Care Business managers and employees, is important to the System and the Marks. We have established a Marketing Fund (the "**Marketing Fund**") for the enhancement and protection of the Senior Helpers brand and Marks, and for the advertising, marketing, and public relations programs and materials as we deem appropriate.

We will have sole discretion to use the Marketing Fund, and monies in the Marketing Fund, for any purpose that we designate that we believe will enhance and protect the Senior Helpers brand and Marks, will improve and increase public recognition and perception of the Senior Helpers brand and Marks and Senior Helpers Care Businesses, and will improve and enhance the perception of Senior Helpers Care Businesses held by franchisees, managers, and other employees of Senior Helpers Care Businesses. Among the programs, concepts, and expenditures for which we may utilize the Marketing Fund monies are: creative development and production of print ads, commercials, radio spots, direct mail pieces, door hangers, and

other advertising and promotional materials; creative development of, and preparing, producing, and placing video, audio, and written materials and electronic media; media placement and buying, including all associated expenses and fees; implementation of digitally identifiable marketing phone numbers; deployment and execution of marketing technology; selection and support of sponsorships; administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys, including the use of "secret 'shoppers' or clients;" lead sharing or lead generating services or vendors; the creative development of, and actual production associated with, promotions, public relation events, and charitable or nonprofit events; creative development of signage and posters; employee recognition and awards events and programs; periodic national and regional conventions and meetings; website, Online-site, extranet and/or intranet development, implementation, and maintenance; retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and public relations and community involvement activities and programs. We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation.

Currently, you must contribute to the Marketing Fund 1.5% of the first $2,000,000 of Gross Sales per calendar year per Territory and .75% of Gross Sales greater than $2,000,000 per calendar year per Territory, payable in the same manner as the Royalty. We will specify, and periodically modify, with sixty (60) days prior written notice to you, the required contribution level, at our sole discretion. Currently, there is a minimum contribution of $75 per billing period per territory. The maximum amount that we can set during the term of the Franchise Agreement will be 2% of Gross Sales. We are not required to contribute to the Marketing Fund for Senior Helpers Care Businesses that are owned by us or our affiliates.

In 2025, the Marketing Fund spent 18% of its funds on production, 61% on media placement, and 21% on administrative expenses and reserves for future marketing programs.

We have the right to collect for deposit into the Marketing Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Senior Helpers Care Businesses and with whom we have agreed that we will so deposit these allowances. These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes. Therefore, we and our affiliates may use these monies for any purposes that we and they deem appropriate.

The Marketing Fund periodically will provide you samples of advertising, marketing, and promotional formats and materials at no cost. We may sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Marketing Fund separately from our other funds and monies and not use the Marketing Fund for any of our general operating expenses. However, we may use the Marketing Fund to pay administrative costs of the Marketing Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Marketing Fund, and we may use the Marketing Fund to pay the reasonable salaries and benefits of personnel (including our personnel and personnel of our affiliates) who manage and administer the Marketing Fund. We may use the Marketing Fund to pay for other administrative costs, travel expenses of personnel while they are on Marketing Fund business, meeting costs, overhead concerning Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Fund and its programs.

The Marketing Fund will not be our asset. Although the Marketing Fund is not a trust, we will hold all Marketing Fund contributions for the benefit of the Franchise System, the Senior Helpers brand, and the contributors, and use contributions only for the purposes described in this Item 11 and Section 9.2 of the Franchise Agreement. We do not owe any fiduciary obligation to you for administering the Marketing Fund or any other reason. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Marketing Fund's other assets.

We will prepare an annual, unaudited statement of Marketing Fund collections and expenses. The statement will be available for your review upon written request, 90 days after our fiscal year. We may have the Marketing Fund audited annually, at the Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Marketing Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Item 11 and Section 9.2 of the Franchise Agreement.

We intend the Marketing Fund to enhance public, franchisee, and employee recognition of the Senior Helpers brand, Marks and Senior Helpers Care Businesses. Although we may use the Marketing Fund, or portions of the monies in the Marketing Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Senior Helpers Care Businesses, we cannot and do not ensure that Marketing Fund expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Marketing Fund contributions by Senior Helpers Care Businesses operating in that geographic area. We are not required to spend any amount of the Marketing Fund in your area or Territory. We do not guarantee or assure that any Senior Helpers Care Business will benefit directly or in proportion to its Marketing Fund contribution from the brand enhancement activities of the Marketing Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but not the obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

If we terminate the Marketing Fund, we will distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Marketing Fund contributions during the preceding 12-month period.

Brand Management Fee

In addition to the Marketing Fund contribution, you may be required to pay to us a Brand Management Fee per territory, which we will collect every two weeks in the same manner as the Royalty. Currently, we are charging a Brand Management Fee of $100 per two-week period per territory, but we may increase or decrease this amount up to $375 per two-week period per territory upon 30 days advance written notice. Brand Management Fees will be used by us to fund various advertising and marketing initiatives which, in our sole judgment, are intended to promote the services offered by Senior Helpers Care Businesses, maintain and enhance client relations, and promote the presence of the "Senior Helpers" brand in various media outlets, including on the internet and through social media. We may use Brand Management Fees to fund initiatives such as advertising, search engine optimization, testing and optimization, report development and distribution, client and caregiver satisfaction programs, and recruiting and use of public figures to endorse the "Senior Helpers" brand.

Local Advertising and Promotion

We will work with you to develop, on an annual basis, an advertising and marketing plan (the **Plan**") for you, your Franchised Business, and your Territory. You must comply with all requirements regarding the Plan, including use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, and compliance with all promotional recommendations. In addition to your Marketing Fund contribution obligations described above, you must spend each month, beginning at least two weeks before you commence operations, at least $1,500 or 2% of Gross Sales per month per territory, whichever is greater, to advertise and promote your Franchised Business in accordance with your Plan. Amounts spent towards the Brand Management Fee will be credited towards your required advertising expenditure. This advertising and promotion includes such items as advertising, brochures,

promotional items, printing, and copying services. In addition, we will average out your advertising and promotion expenditures over a six-month period to see if you did spend at least $1,500 or 2% of Gross Sales per month per territory, whichever is greater. You must send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion at such times, and for such reporting periods, as we may specify from time to time. We reserve the right to collect the required local advertising and marketing expenditures from you and to spend such amounts to implement the Plan for you. If you fail to expend the required minimum amount, then any amounts that you should have expended to reach the $1,500 or 2% of Gross Sales per month per territory, whichever is greater, requirement must be contributed to the Marketing Fund at such times as we specify.

We reserve the right to establish or designate specialized, or regional, or special-focused advertising, marketing or media campaigns ("**Special Campaigns**") that may or may not involve you and/or other Senior Helpers businesses. If we establish or designate a Special Campaign that is or will be applicable to you, you must participate in that campaign and contribute to the costs of the Special Campaign in the amounts and in the manner that we specify. Any amounts that you spend or contribute to or for the Special Campaign will be credited toward your $1,500 or 2% of Gross Sales per month per territory, whichever is greater, required expenditure noted above.

Your local advertising and promotion must follow our guidelines, which may include, among other things, requirements for, or restrictions regarding, the use of the Marks and notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize, without our prior written approval, any Website that mentions or describes you or the Franchised Business or displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time. You may use direct advertising only directed to customers located within your Territory. We may specify third parties that you must use for the design and development of your local advertising; however you will be required to pay those third parties directly without any offset to your required local expenditure requirements.

Advertising Cooperatives

We encourage franchisees to develop and participate in informal advertising cooperatives and collective advertising and marketing programs in their respective market areas.

Online Sites

In furtherance of our policies regarding Online Sites and the presence of the "Senior Helpers" brand on the Internet, we have the right to establish, maintain, and modify one or more Online Sites that identify the "Senior Helpers" brand, system, and businesses that operate under our Marks. We will establish webpages on one website that identify individual Senior Helpers Care Businesses that will specifically identify your Franchised Business. You will have the right to promote your Franchised Business using these webpages, and to utilize and modify these webpages, provided that you comply with our Online Site and Internet policies, and our other System Standards. Our current website is identified as "www.seniorhelpers.com." Our current website strategy, which we have the right to change from time to time, includes utilizing our website and various webpages for lead generation purposes, press releases, brand marketing, promotion, and dissemination of other information related to the Senior Helpers Care Businesses. We have the right to establish, maintain, and modify different types of online properties including mobile versions of our Online Sites, and static and dynamic landing pages. Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the Franchised Business or referring to the Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, mobile phones, social networking sites (e.g., Facebook, Twitter,

LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

E-Mail, Internet, and Other Media

You must comply with our requirements (which are either described in the Operations Manual, System Standards or otherwise in writing) with respect to the transmission of all e-mails in connection with the Franchised Business, and in connection with discussing, advertising, or disseminating any information, or otherwise having a presence, on the Internet, or in any other media, regarding the Franchised Business. These activities include participation in any Internet "blogs" or social networking sites. Any similar activities which are not expressly permitted in the Operations Manual or otherwise in writing, or for which you have not previously received our approval, will be subject to our approval of advertising as described above.

Lead Generation and/or Call Center

We reserve the right to provide, and/or contract with a third-party to develop and operate, a call center or other sales inquiry/sales generating service, and/or to provide or contract with third parties, including Internet-based marketing companies, to provide, lead generation services to our network of Senior Helpers Care Businesses. Charges and fees for a call center and/or lead generation services may include one-time set-up fees per business, monthly fees, and/or per-call or per-lead fees. We expect that the fees charged will be to reimburse us for costs associated with these services, and/or to pay third parties for these services. We may require you to use the call center or lead generation services, or we may only recommend that you do. If you participate and use the call center or lead generation services, you must comply with all rules, policies, and requirements specified by the provider and us regarding such services. We reserve the right to add to, modify, or eliminate approved, recommended, or required products, services, or suppliers at any time.

Computer Systems

You must obtain and use the computer hardware and/or operating software and/or communications capabilities we specify from time to time (the "**Computer System**"). We may modify specifications for and components of the Computer System. You must maintain a functioning e-mail address. You must obtain high-speed communications access, such as broadband or DSL, or other high-speed capacity that we may specify. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and/or communications capabilities and to obtain service and support for the Computer System. You must incur the costs of obtaining the computer hardware, software, and/or communications capabilities comprising the Computer System (or additions and modifications) and required service or support. We estimate the cost to purchase the Computer System to be approximately $1,000 to $1,500 for a single computer, with the appropriate software and peripherals for the Computer System, and may be more if additional computers or components are purchased. We or our affiliates may retain a third-party provider, or an Applications Service Provider (or ASP) to provide some or all of the service and support for your benefit or the benefit of Senior Helpers Care Businesses, and we may pay a service or ASP hosting fee. We have no obligation to reimburse you for any Computer System costs that you incur. Within 60 days after you receive notice from us, you must obtain and install the Computer System components that we designate. You must disclose to us any passwords or codes associated with the Computer System**.** (Section 2.4 of the Franchise Agreement)

We may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation. There are no contractual limitations on our right to access your Computer System for information and data. (Section 10 of the Franchise Agreement)

The Computer System is for use by you in connection with operational and management tasks of your Franchised Business. It allows us to receive information concerning your Franchised Business's sales, financial performance, and provides you with consolidated sales along with periodic sales histories, and gathers information on sales by different categories.

You are not required to obtain service contracts to cover upgrades and updates, enhancements, and telephone support for any of the required software and hardware components of the Computer System. You are required to upgrade your software as necessary to ensure proper functioning of your system.

We, our affiliates or vendors may condition any license of proprietary software to you, or your use of technology that we, our affiliates or vendors develop or maintain, on your signing a software license agreement or similar document that we, our affiliates or vendors prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. This software is used for managing client schedules and billing and coordinating caregiver schedules. We and our affiliates or vendors may charge you a monthly or other fee for any proprietary software or technology that we, our affiliates or vendors license to you and for other maintenance and support services that we, our affiliates or vendors provide. There is a $1,500 fee for the "IT Jump Start" program which you will contract for through our preferred vendor. The IT Jump Start program includes consulting and education on computer system setup and our IT standards. We require you to license your Home Care Software from our required vendor. The current fees for the Home Care Software include, but are not limited to, a $750 training fee and monthly licensing fee of $10 per active client, with a minimum fee of $85 per month. You must pay to us a monthly IT Fee. Currently the IT Fee is $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees, but is subject to an increase upon 30 days advance written notice to cover our increased costs of providing the information technology products/services plus an administrative fee of no more than 10% of our costs. Currently, the IT Fee includes the cost of certain information technology related costs such as the Learning Management System, FranConnect access, Life Profile license and training fee, Hosting, Core IT Services, and the Applicant Tracking System. We require you to license your Email/Microsoft Office/SPAM/Support (@seniorhelpers.com) from our required vendor. The current fees for the Email/Microsoft Office/SPAM/Support are $22 per license per month. Currently, you are required to use an operating software provided by WellSky in your Franchised Business. In addition, you are required to use a financial reporting software provided by Qvinci in your Franchised Business. We currently pay for the licensing fees for this financial reporting software.

Despite the fact that you must buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. You should be prepared to upgrade your computer hardware every three years due to improvements in the software, advances in technology, and memory requirements. There is no contractual limitation on the frequency and cost of this obligation. The cost to upgrade the hardware and maintain or upgrade the software depends on our future needs, as well as technological developments. We have no formal policy or requirement for upgrading, so our "guesstimate" of possible upgrading and maintenance costs is approximately $1,200 per year. You may not install any software, other than authorized upgrades, or make any hardware modifications to the Computer System that might hamper or interfere with the operation of the Computer System in the manner we require. (Section 2.4 of the Franchise Agreement) You are solely responsible for protecting yourself from disruptions, internet access failures, internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us as the direct or indirect result of such disruptions, failures, or attacks.

Manuals

The table of contents of our Operations Manual is attached as Exhibit G. The Operations Manual consists of 256 total pages.

Owners Advisory Council

We have established a franchisee advisory council ("**Owners Advisory Council**") comprised of Senior Helpers Care franchisees or representatives of franchisees for the purpose of fostering communications among franchisees and with us. We have also formed committees or boards as part of the Owners Advisory Council. These are or will be comprised of Senior Helpers Care franchisees or representatives of franchisees ("**Committees**") to discuss and help organize and manage certain functions that are integral to the development of Senior Helpers Care Businesses. Currently, we have a Marketing Committee to assist with review of Marketing Fund budgets and spend from the previous year, and to provide suggestions to us regarding the current and future year's Marketing Fund budgets. We have a Technology Committee whose focus is looking for opportunities to improve efficiency within the System, exploring the benefits and drawbacks of technology for the operation of Senior Helpers franchises, and soliciting feedback from other franchisees with regard to technology improvements. We also have an Initiative, Programs and Services Committee to assist with caregiver recruiting and training. We have certain formal organizational or operating documents for the Owners Advisory Council, and we reserve the right to establish other legal, administrative, and organizational framework for the Owners Advisory Council or any Committee. We also reserve the right to discontinue the Owners Advisory Council, or any Committee, at any time.

ITEM 12
TERRITORY

You must operate the Franchised Business from the Premises identified in your Franchise Agreement and within your Territory. As discussed below, you will operate the Franchised Business within a **"Territory."** You may only relocate your office after receiving our prior written approval.

Before you sign the Franchise Agreement, we will designate a Territory and describe it in the Franchise Agreement. The Territory will be defined by zip codes and will be included as part of the Franchise Agreement before you sign the Franchise Agreement. However, we reserve the right to define the Territory by other boundaries (e.g., natural boundaries). We will determine the Territory on a case-by-case basis based on economic, demographic and geographic information, including number of residents who are 65 years and older.

Territorial Rights

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. Nonetheless, we will grant you a Territory with certain rights and territorial protection. You will be permitted to offer services to clients within that Territory. Except as described below under the subheading "Rights We Reserve Under the Franchise Agreement," neither we nor our affiliates will operate or grant a franchise for the operation of another Senior Helpers Care Business that has its principal office at a location within the Territory, or that is granted a territory, or territorial rights similar to those under your Franchise Agreement in your Territory, during the term of the Franchise Agreement.

The Franchise Agreement will refer to a specific Territory. The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional territories.

Rights We Reserve Under the Franchise Agreement

As noted above, and as specified in the Franchise Agreement, we will not establish or license others to establish a Senior Helpers Care Business in the Territory during the term of the Franchise Agreement so long as you are in compliance with the Franchise Agreement. However, and despite those promises and obligations, we and our affiliates retain all rights with respect to Senior Helpers Care Businesses, the System, the Marks, the sale of similar or dissimilar services, and any other activities we deem appropriate whenever and wherever we desire, including:

(a) the right to operate, and to grant others the right to operate, Senior Helpers Care Businesses and similar care businesses under different names or marks located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Premises or the Territory, and subject to our cross-territorial policies, discussed below and in the Operations Manuals;

(b) the right to establish and operate (and to grant to others the right to establish and operate) any other businesses offering products and services that are not the same as or similar to the products or services offered at Senior Helpers Care Businesses, through similar or dissimilar channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(c) the right to acquire the assets or ownership interests of one or more businesses that operates, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with Senior Helpers Care Businesses, and/or the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a competing non-medical care business or agency, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory; and if we or one of our affiliates acquire such a competing business or chain, we or our affiliates may establish or grant franchises or licenses to establish new or additional competing businesses under the Marks or the acquired chain's marks in your Territory. Any business operations of the same or similar business that existed or operated at the time of such acquisition or transaction will not constitute a breach of Section 1.2 of the Franchise Agreement; and

(d) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Senior Helpers Care Businesses, and the services and products offered, and authorize others to do so, and those materials may appear in media, including, without limitation, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Territory.

Cross-Territorial Sales and Client Service

You have the right and obligation to diligently and actively solicit and service clients in your Territory. Also, the efficient operation of the System is dependent upon franchisees and other operators of Senior Helpers Care Businesses, including us and our affiliates, complying with our policies regarding intra- and inter-territorial sales and servicing efforts. We have established policies concerning soliciting and/or servicing clients within and outside of a designated territory, or within the territory or area assigned to another franchisee or us or our affiliates (the "**Cross-Territorial Policies & Territory Infringement Policy**" or "**Cross-Territorial Policies**"). We may modify these Cross-Territorial Policies, on a system-wide basis, from time to time, and you must comply with the changed policies. The current Cross-Territorial Policies are described in our System Standards and Operations Manual, and provide, among other things, that:

Your area of primary responsibility will be your Territory. All media advertising and direct mail marketing that you undertake must be predominantly focused on media distributed in, or to prospective clients located in, your Territory.

Other than as specifically provided for in the Cross-Territorial Policies, you shall not conduct any assessments, or provide any services to clients located, in a territory or area assigned to another franchisee, us, or our affiliate. In the event that you receive leads from or for clients located in another territory or area, you must refer those leads to the franchisee (or us or an affiliate) who is assigned to operate in and service that territory or area.

Other than as specifically provided for in the Cross-Territorial Policies, you may not solicit clients, or market your products, services, or your Franchised Business to clients, located outside of your Territory. In the event you receive referrals to provide services to clients who are located in a then-unassigned (to a franchisee or us or an affiliate) territory or areas, you may service those clients. However, if and when an un-assigned territory is sold or assigned, and a franchised, company-owned, or affiliate-owned Senior Helpers Care business opens, you may not accept any new clients from that territory.

For the purposes of this Disclosure Document and the Franchise Agreement, and except as may be modified by us through changes in policies and/or the Operations Manual, references to "client" will mean the person receiving the services of the Franchised Business.

A violation of a Cross-Territorial Policies is grounds for termination of the Franchise Agreement. In response to comments and suggestions from several franchisees, we have convened meetings of the Owners Advisory Council to discuss Cross-Territorial Policies, and to consider fees for violations of the policies. The Cross-Territorial Policies impose financial fees in addition to, or in lieu of, termination of the Franchise Agreement following a violation of the Cross-Territorial Policies. The fees for a first violation of the policy are payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $2,500 administrative fee to be paid to us. For a second violation, payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $5,000 administrative fee to be paid to us. The fees for a third violation of the policy are payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $10,000 administrative fee to be paid to us. If the violation is considered intentional, however, the fees are increased to 100% of the Gross Sales derived from infringed client for each violation. The Cross-Territorial Policies is now part of our System standards, and it is currently expected that we and all franchisees will abide by this policy.

Corporate Accounts

We reserve the right to develop a corporate accounts program for the benefit of the System, franchisees, and operators of Senior Helpers Care Businesses. A "**Corporate Account**" is a client, a group of clients, or an organization or entity that has the right, by common ownership, control, or legal status, to arrange for Senior Helpers Care services to be provided at multiple locations and/or for multiple clients. Corporate Accounts may include a variety of different organizations, including federal, state or local government agencies, insurance companies, or institutional referral sources. The locations of some of the Corporate Account clients may be in your Territory and they may also have locations in other territories or areas. Regardless of any contrary provision of the Franchise Agreement:

If you decide to participate in the Corporate Accounts program, all revenues from the Corporate Accounts program from clients in your Territory will be paid to you.

If you decide not to participate in, or service the Corporate Accounts in your Territory, or you are ineligible to participate, we or one of our franchisees, licensees, or affiliates may do so without violating any of your territorial rights as described in this Disclosure Document and the Franchise Agreement.

You agree to comply with our Corporate Accounts rules and policies as they may be modified from time to time.

Operation of Similar Business Under a Different Trademark

As discussed in Item 1 above, our affiliate, SSH, owns MedTec Healthcare and Private Duty ("**MedTec**"), a home care services and adult day care business which provides some of the same types of care services that are provided at Senior Helpers Care Businesses. MedTec currently the vast majority of MedTec's revenues are derived from home care services to clients that pay using the Medicaid system. MedTec operates under the name "MedTec Healthcare and Private Duty". Currently, MedTec only operates in the State of Illinois.

Operation of Similar Business Under the same Trademark

As discussed in Item 1 above, our affiliate, SSH, owns Clear Blue Holdings, Inc. and Darlene V. Murphy Co. Clear Blue Holdings, Inc. was until October 2025 a Senior Helpers corporate store location. Darlene V. Murphy Co. was until January 2026 a franchisee of ours. Both of these companies provide home care services, but currently the vast majority of their revenues are derived from home care services to clients that pay using the Medicaid system. Both of these companies currently use the Senior Helpers marks in the operation of their business. These companies only operate in the Commonwealth of Pennsylvania.

Performance Criteria

The limited territorial grant described in the Franchise Agreement is conditioned upon your compliance with the Franchise Agreement, and our System Standards. You also must achieve and maintain satisfactory scores on client satisfaction surveys and business analyses that we establish. In addition, your Franchised Business must generate a minimum level of Gross Sales on an annual basis, in the amounts described in the Franchise Agreement (the "**Minimum Performance Standards**"). If you fail to satisfy the Minimum Performance Standards, and fail to cure any deficiencies (if we grant you an opportunity to cure such a default), we may take, at our discretion, any one or more of the following actions:

Reduce the size of your Territory, with a corresponding reduction in the Minimum Performance Standards; and/or

Permit other franchisees, or us or our affiliates, to provide services to clients located within your Territory; and/or

Establish, or license or franchise others to establish, a Senior Helpers Care Business in your Territory; and/or

Terminate the Franchise Agreement.

The current Minimum Performance Standards are:

Year of Operation*	Minimum Annual Gross Sales
1	$200,000
2	$400,000
3	$550,000

Year of Operation*	Minimum Annual Gross Sales
4	$650,000
5	$750,000
6	$850,000
7	$950,000
8	$1,050,000
9	$1,150,000
10 and subsequent years	$1,250,000

* For the purposes of the Minimum Performance Standards, the first year of operation will begin on the beginning date of the first full two-week royalty reporting period of your operations, and will continue for 26 reporting periods each year. If there is a transfer, the new Minimum Performance Standards will be based on the Gross Sales of the transferor for the 12-month period preceding the date of the transfer. For example, if the transferor's Gross Sales for the 12-month period preceding the date of the transfer were $425,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standards for Operating Year 3 or $550,000 for the 12-month period following the transfer.

ITEM 13
TRADEMARKS

We grant you the right to use certain Marks under the Franchise Agreement. We own the registrations and applications for the following Marks on the Principal Register of the U.S. Patent and Trademark Office ("**USPTO**"):

SERVICE MARK AND/OR TRADEMARK	CLASS	REGISTRATION #	REGISTRATION/ DATE
SENIOR HELPERS (and design)	45	3,072,314	March 21, 2006
SENIOR HELPERS	45	3,527,060	Nov. 4, 2008
SENIOR HELPERS CARE AND COMFORT AT A MOMENT'S NOTICE (and Design)	45	4,035,118	October 4, 2011
CARE AND COMFORT AT A MOMENT'S NOTICE	45	4,054,177	November 8, 2011
SENIOR GEMS	45	4,105,011	February 28, 2012
SENIOR HELPERS SENIOR CARE, ONLY BETTER (and Design)	45	7,293,564	January 30, 2024
SENIOR HELPERS FLEXHOME	45	7,217,143	November 14, 2023
FLEXHOME BY SENIOR HELPERS	45	6,995,874	March 7, 2023

We (or our predecessors) have timely filed, or intend to timely file, with the USPTO all required affidavits of use and an affidavit of incontestability, when due, for the above Marks and registrations. There are no

agreements in effect which significantly limit our rights to use or license the Marks in any state in a manner material to the franchise, and we know of no superior prior rights. We are aware of an in-home care provider that used the name "Genius Senior Helpers" in the Des Moines, Iowa area. As of 2026, we believe that this is an infringing mark, and have demanded that they discontinue use of what we believe to be an infringing name. We believe that this provider is no longer operating. Additionally, we are aware of an in-home care provider that uses the name "Pam's Senior Helpers" in the Spring, Texas area ("**Pam's**"). Pam's applied for registration of the mark with the USPTO but was denied registration on the basis of a likelihood of confusion with some of our Marks, described above. We believe that this is an infringing mark, and have demanded that they discontinue use of what we believe to be an infringing use. As of 2026, we believe this business has changed its name to Alani's Caregivers. If we learn of other brands or companies that have similar names, or names which may be infringing, we will evaluate those situations. If you become aware of home care agencies with similar names, in the area in which you may seek to established your Senior Helpers business or elsewhere, we encourage you to advise us so that we may evaluate the situation. Other than the Des Moines, Iowa and Spring, Texas situations above, we are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Your right to use the Marks is derived only from the Franchise Agreement and limited to your operating the Franchised Business according to the Franchise Agreement and all System Standards we prescribe during its term.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding resulting from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Franchised Business's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and you have used the Mark(s) in compliance with our Agreement, Operations Manual, and other directives from us At our option, we may defend and control the defense of any proceeding resulting from your use of any Mark under the Franchise Agreement.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

No patents are material to the Franchised Business or your operation of the Franchised Business.

Copyrights

We claim copyright protection covering various materials used in our business and the development and operation of Senior Helpers Care Businesses, including advertising and promotional materials, the Operations Manual, and similar materials (discussed below). We have registered a copyright claim for "Senior Helpers Facility Agreement Information and Guide How to successfully staff a facility in your territory" with the United States Copyright Office on July 18, 2013 (Registration Number TX 7-775-057). We have not registered the other materials with the United States Register of Copyrights, but we are not required to do so. We may register any of these items or copyrightable materials in the future.

You must subscribe for a license to our client assessment software tool, LIFE Profile, through us. We own the software tool and you will be required to sign a license agreement for the licensing of LIFE Profile.

There are currently no effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

Any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must execute those documents (and, if necessary, require your independent contractors to execute those documents) that may be deemed reasonably necessary by us to give effect to this requirement.

Confidential Information

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "**Confidential Information**"), concerning developing and operating Senior Helpers Care Businesses, including: site selection and territorial criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Senior Helpers Care Businesses and providing care to clients; marketing and advertising programs for Senior Helpers Care Businesses; employee and caregiver recruitment, training, retention programs; knowledge of specifications for and suppliers of Operating Assets, and other products; any computer software or similar technology which is proprietary to us or the Franchise System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; knowledge of the operating results and financial performance of Senior Helpers Care Businesses other than the Franchised Business; and graphic designs and related intellectual property.

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Business during the Franchise Agreement's term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of

Confidential Information absolutely confidential, both during the Franchise Agreement's term and after the term for as long as the item is not generally known in the employment and/or health care and/or care industries; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. There may be, however, certain limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Operations Manual.

We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the employment and/or health care and/or care industries through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the employment and/or health care and/or care industries through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

Confidential Manuals

We will loan you during the term of the Franchise Agreement one copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed electronically or via the Internet or our extranet (if one is developed) and/or written materials. Any required specifications, standards, and/or operating procedures exist to protect our interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to you.

You must keep your copy of the Operations Manual current and in a secure location at the Franchised Business. If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual's contents are confidential and you may not disclose the Operations Manual to any person other than Franchised Business employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you must obtain a replacement copy from us. We may assess you our then applicable printing or copying charge. This charge is for our direct costs, and is not related to any value that we place on the Confidential Information.

At our option, we may post some or all of the Operations Manual on a restricted Online Site or extranet to which you will have access. If we do so, you must monitor and access the Online Site for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on an Online Site will be deemed to be part of Confidential Information.

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

Your Operating Principal must manage and provide general oversight of the Franchised Business on a full-time basis. The Operating Principal must not be employed on a full-time basis with any employer other

than the Franchised Business during the term of the Franchise Agreement. Beginning the thirty (30) days preceding the opening of the Franchised Business and through the first year of operation of the Franchised Business, the Operating Principal must manage the Franchised Business on a full-time basis and may not be employed or act as an independent contractor on a full-time basis by/for any persons other than the Franchisee. The Key Manager will be charged with responsibility for direct supervision of the Franchised Business. Your failure to have the Franchised Business managed on a full-time basis by your Operating Principal is a default for which we may terminate the Franchise Agreement if the default persists for 30 days after notice from us.

You must keep us informed at all times of the identity of any supervisory employee(s) or acting Key Managers. The Key Manager must devote full time and efforts to the management and supervision of the Franchised Business.

If you (or if you are an entity, your Operating Principal) own or control more than one Senior Helpers Care Business, each Senior Helpers Care Business must be under the direct on-premises supervision of a Key Manager that we have approved, who has completed our training programs and we have certified.

The Operating Principal will be the person with whom we will communicate on all major policy, financial, management and operation matters, and the only person from your entity that we will recognize as having authority to communicate for your entity. You may not change the Operating Principal without our prior written consent. We may require that you and/or one or more owners in your entity sign a guarantee and assumption of obligations. We require that all owners, except those that hold a small ownership interest in the franchises (10% or less), must sign the guaranty.

You (or your Operating Principal), and your Key Manager (if any) must satisfactorily complete initial training. If you (or your Operating Principal) or your initial Key Manager fail to complete the initial training to our satisfaction, then you may repeat the course or send a substitute to complete the next available training program. We reserve the right to charge you for substitute personnel that attend the next training program. If we determine that you (or your Operating Principal) cannot complete initial training to our satisfaction, we may terminate the Franchise Agreement at our sole discretion, and if we do, you and we will sign mutual releases.

All management personnel, including the Key Manager and any other personnel that we designate, must receive our certification, prior to managing the Franchised Business or training other personnel. The purpose of our certification program is to enhance the brand image, and to deliver consistent, high value client service under the "Senior Helpers" marks, from all Senior Helpers Care Businesses, by training senior management team members regarding the Senior Helpers brand standards and client care standards. The goal is to enable management team members to train employees and caregivers. We may, at any time during the term of the Franchise Agreement, decertify any previously certified personnel if we learn or determine that a person is regarded as no longer complying with our standards and procedures. Any person that has been decertified must satisfactorily complete a training or re-training program to receive our certification. We reserve the right to charge for training personnel that have been decertified.

In addition, all management personnel and other personnel working at the Franchised Business must satisfactorily complete all state and local government required training and must meet all required licensing requirements. You are solely responsible for all employment related matters, including, without limitation, all hiring, firing, discipline, compensation, benefits, and scheduling matters.

Your replacement Key Managers (if applicable and if any) must satisfactorily complete our initial training program within 90 days after being designated as Key Managers. You will pay all travel and living and payroll expenses which you and your employees incur during all training courses and programs. Your Operating Principal, Key Managers (if any) must sign a confidentiality and non-compete agreement, in a form that is acceptable to us, which will contain covenants similar to those described in Items 14 and 17.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide all client care, companion services and personal assistance services, and other services and products that we specify from time to time. You must offer and sell approved services and products only in the manner we have required. You must not offer for sale or sell at or from the Franchised Business, a client's home, or any other location any services or products we have not approved. You will discontinue selling and offering for sale any services or products that we at any time decided (in our sole discretion) to disapprove in writing. Without limiting the previous requirement, you agree not to provide any medical care or medical services, as determined by us and applicable local, state, and federal laws and regulations, without our prior approval. We may establish one or more arrangements with lead sharing or lead generation services vendors or our affiliates. We recommend that you use these services, but we do not require you to do so.

We generally do not restrict the persons you solicit, or the methods by which you promote the Franchised Business. However, if you utilize any form of direct advertising to solicit customers, the advertising may be directed only to customers within your Territory.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 1.3 of the Franchise Agreement	Term expires 10 years after opening date of the Franchised Business; 5 years after the opening date of the Franchised Business if you are buying an existing Senior Helpers Franchised Business (re-sale/transfer) or buying your second or more Senior Helpers Franchised Business.
b. Renewal or extension of the term	Sections 13.1 and 13.2 of the Franchise Agreement	4 additional 5-year successor terms.
c. Requirements for you to renew or extend	Section 13.1 of the Franchise Agreement	Substantial compliance; notice; maintain or substitute Premises; signing of then-current successor franchise agreement; release. If you seek to renew your franchise at the expiration of the initial term, you will be asked to sign a new franchise agreement that may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements.
d. Termination by you	Not applicable	Not applicable. Subject to state law.

Provision	Section in Agreement	Summary
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Sections 14.1, 14.2 and 14.3 of the Franchise Agreement	Failure to open Franchised Business within specified time period; transfer in violation of the Franchise Agreement; material misrepresentation on application for a Franchised Business; and other grounds.
g. "Cause" defined – curable defaults	Sections 14.2 and 14.3 of the Franchise Agreement	Failure to open Franchised Business within specified time period; failure to maintain required licenses; failure to maintain required insurance; failure to pay amounts due; and other grounds.
h. "Cause" defined - non-curable defaults	Sections 14.1 and 14.2 of the Franchise Agreement	Bankruptcy; insolvency; misuse of our Marks; transfer in violation of the Franchise Agreement, material misrepresentation on application for a Franchised Business, and other grounds.
i. Your obligations on termination/ nonrenewal	Section 15 of Franchise Agreement	Cease use of Marks; payment of amounts due; cease operating Franchised Business, and others.
j. Assignment of contract by us	Section 12.1 of Franchise Agreement	We may assign the Franchise Agreement without limitation.
k. "Transfer" by you – defined	Section 12.2 of Franchise Agreement	Includes transfer of any interest.
l. Our approval of transfer by you	Section 12.6 of Franchise Agreement	Our consent to a transfer is not a waiver of any claims we have against you.
m. Conditions for our approval of transfer	Section 12.3 of Franchise Agreement	Our approval of transferee; sign then-current franchise agreement; payment of transfer fee (waived under certain circumstances) plus any broker fees we incur to help you find a transferee; release; and others.
n. Our right of first refusal to acquire your business	Section 12.8 of the Franchise Agreement	We have the right of first option, if you determine to sell or transfer your interest in the Franchise Agreement.
o. Our option to purchase your business	Section 15.5 of the Franchise Agreement	We have the right upon termination or expiration to purchase all your assets from the Franchised Business at a purchase price equal to their fair market value.
p. Your death or disability	Section 12.5 of the Franchise Agreement	Your estate must transfer your interest in the Franchised Business to a third

Provision	Section in Agreement	Summary
		party we approve, within 12 months after death or disability. Your estate must appoint a manager within 15 days of death or disability and an Operating Principal (or Managing Principal, if applicable) within 60 days after death or disability.
q. Non-competition covenants during the term of the franchise	Section 7 of Franchise Agreement	Includes a prohibition on engaging in Competitive Business (defined in Section 7 of the Franchise Agreement), including any home health care or care agency or business that offers or provides non-medical care, companionship services, personal assistant services, supplemental staffing or any other product or services that is similar to the services and products authorized to be offered or sold under the Marks and the System. This is subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.4 of the Franchise Agreement	Includes a two-year prohibition on a Competitive Business at the Premises, within the Territory, and within 5 miles of the border of the Territory. This is subject to state law.
s. Modification of the agreement	Section 17.10 of the Franchise Agreement	The Franchise Agreement may only be modified by written agreement signed by both parties.
t. Integration/merger clause	Section 17.13 of the Franchise Agreement	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.5 of the Franchise Agreement	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). This is subject to state law.
v. Choice of forum	Section 17.7 of the Franchise Agreement	We must litigate in the state and judicial district where we maintain our principal place of business, subject to state law. Currently, our principal business address is in Towson, Maryland. (See notes below)

Provision	Section in Agreement	Summary
w. Choice of law	Section 17.6 of the Franchise Agreement	Maryland, subject to state law (See notes below)

Notes:

1. If a state law requires any modification to these provisions of the Franchise Agreement (or other provisions described in this Item 17) or requires additional terms, those modifications will be found in the disclosure addenda and contractual amendments appended to this Disclosure Document (Exhibits H and I).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Presented below are the actual, historical gross revenue figures for some of our franchised Senior Helpers Care Businesses in 2025. Please carefully read all of the information in this Item 19, and all of the notes following the charts, in conjunction with your review of the historical data.

The information below contains data for certain franchised Senior Helpers Care Businesses that have been operating for at least 12 months as of December 31, 2025. The information is organized into five categories: (a) franchised businesses that have been operating for 60 months or more as of December 31, 2025; (b) franchised businesses that have been operating between 48 and 59 months as of December 31, 2025; (c) franchised businesses that have been operating between 36 and 47 months as of December 31, 2025; (d) franchised businesses that have been operating between 24 and 35 months as of December 31, 2025; and (e) franchised businesses that have been operating between 12 and 23 months as of December 31, 2025. The results from some franchised Senior Helpers Care Businesses were not included in the table below; please see the notes that follow for an explanation.

Franchised Senior Helpers Care Businesses: 2025 Gross Revenue (Unaudited)	
Number of Franchised Businesses (open 60+ months)	241
Range of Gross Revenue	$201,251 to $6,109,541
Average Annual Gross Revenue	$1,839,518
Median Annual Gross Revenue	$1,452,858
Number of Franchised Businesses Greater Than Average	86 (36%)

Number of Franchised Businesses (open 48 – 59 Months)	20
Range of Gross Revenue	$449,786 to $3,325,698
Average Annual Gross Revenue	$1,572,157
Median Annual Gross Revenue	$1,524,138
Number of Franchised Businesses Greater Than Average	10 (50%)
Number of Franchised Businesses (open 36 - 47 months)	22
Range of Gross Revenue	$234,331 - $2,814,851
Average Annual Gross Revenue	$1,139,890
Median Annual Gross Revenue	$1,036,070
Number of Franchised Businesses Greater Than Average	10 (40%)
Number of Franchised Businesses (open 24 - 35 months)	30
Range of Gross Revenue	$253,446 to $2,782,280
Average Annual Gross Revenue	$1,158,230
Median Annual Gross Revenue	$1,135,200
Number of Franchised Businesses Greater Than Average	14 (46%)
Number of Franchised Businesses (open 12-23 months)	33
Range of Gross Revenue	$56,116 to $2,208,509
Average Annual Gross Revenue	$699,627
Median Annual Gross Revenue	$595,084
Number of Franchised Businesses Greater Than Average	12 (36%)

Explanations and Notes:

Each franchised business is a designated Territory under a Franchise Agreement. To the extent franchisees have multiple franchised businesses, or multiple territories, the operating results of each one is reported to us separately, and is reflected in this Item 19 as a separate franchised business.

"**Gross Revenue**" – This represents the actual gross revenue for each franchised business in the sample for the period January 1, 2025 to December 31, 2025, as reported by our franchisees to us. Included in gross

revenue are all revenues from the offer and sales of all services (and products) to customers and clients of each franchised business in the sample.

The gross revenue figures are compiled by using sales that are reported to us by franchisees. We have not audited or verified the reports, nor have franchisees confirmed that their reports are prepared in accordance with generally accepted accounting principles.

"Average Annual Gross Revenue" – is the total Gross Revenue for the franchised Senior Helpers Care Businesses in the sample, divided by the number of franchised Senior Helpers Care Businesses in the sample.

"Median Annual Gross Revenue" – is the Annual Gross Revenue figure for which one-half of the sample had Gross Revenue greater than this figure, and one-half of the sample had less than the figure.

This Item 19 presents information for each of the franchised Senior Helpers Care Businesses (per unit) that have been in operation more than twelve (12) months. To avoid any skewing of data due to revenues that may be generated from grand opening advertising or promotion, or effects (positive or negative) from start-up operations, the sample includes only franchisees who were operating during the entire 2025 calendar year and who were also operating for at least 12 months. As a result, the data in the table above includes a total of 346 franchised businesses. From the period January 1, 2025 to December 31, 2025, ten (10) Senior Helpers Care Businesses closed or were otherwise acquired by us and as a result are not included in this Item 19 information. Additionally, forty-nine (49) franchised businesses had not been in operation for twelve (12) months as of December 31, 2025. One franchised business operating between 36 and 47 months included in the Item 19 Gross Revenue information purchased an existing home care provider (not operating under the "Senior Helpers" brand and System) in 2021 that had been in operation at the time of the purchase. Two franchised businesses operating between 36 and 47 months included in the Item 19 Gross Revenue information purchased a Senior Helpers franchised business that we had acquired in 2022.

As part of your due diligence, you are welcomed and encouraged to speak to our existing franchisees about any or all of their operations.

The data in the charts have been separated into five categories of results for: (a) newer franchised businesses (those who have been operating for between 12 and 23 months); (b) franchised businesses that have been operating for between 24 and 35 months; (c) franchised businesses that have been operating for between 36 and 47 months; (d) franchised businesses that have been operating for between 48 and 59 months; and (e) more seasoned franchised businesses that have been operating for 60 months or more. We have divided the franchised business data as noted because we have found that length of operation has a bearing on the results of a Senior Helpers Care Business due to the recurring nature of the clients and revenues from the business.

The chart does not include any estimate of, or specific or historic data regarding, costs, expenses or debts that franchised businesses have incurred, or may in the future incur. Prospective franchisees should be aware that in evaluating a financial performance representation or an earnings claim that includes revenue or sales figures, or one that does not include any or all costs of goods sold, operating expenses, and other expenses, that costs and expenses must be deducted from the gross revenue or gross sales figures to obtain net income or profit. This Item 19 financial performance representation does not include net income or profit.

Costs and expenses that you may incur in the operation of your Senior Helpers Care Business include, among others, labor costs, any payments, compensation or owner draws provided to the franchisee or the owner of the franchisee entity, marketing expenses, rent, mortgage or other debt/financing costs, computer upgrades, legal and professional fees, income and other non-real estate taxes, royalty fees, and various other expenses. You will incur these and other costs, and you should conduct an independent investigation of the costs and expenses you will or may incur in operating your franchised Senior Helpers Care Business.

Franchisees or former franchisees listed in this disclosure document may be one source of this information. Franchisees are not required to report this data to us, and we do not have these operating costs for franchisees.

COMPANY-OWNED BUSINESS
2025 PROFIT AND LOSS STATEMENT

The following is the combined profit and loss statement for the two company-owned Senior Helpers businesses that we operated during the entirety of the calendar year 2025. The profit and loss statement below consists of the combined revenues and expenses of our Des Plaines, Illinois and Pineville, North Carolina company-owned locations. The Des Plaines, Illinois business consists of approximately four (4) standard-sized territories of between 25,000 and 35,000 seniors (age 65 or older) while the Pineville, North Carolina business consists of approximately three (3) standard-sized territories. The statements have been modified to include the Royalty that a Senior Helpers franchisee would be required to pay to us.

Revenue	**$13,924,134**
Cost of Goods Sold	
Caregiver Wages & Burden	$7,572,415
Total COGS	$7,572,415
Gross Profit	**$6,351,719**
Selling, General & Admin	
Payroll Expenses	$1,866,836
Royalty	$696,207
Professional Fees	$155,590
Marketing	$209,561
Annual Conference Expenses=	$1,998
Rent	$223,506
Technology Fee	$11,477
Insurance	$116,401
Travel	$83,185
Recruiting	$32,318
Software	$90,500
Dues and Subscriptions	$1,869
Printing	$14,432
Office Supplies	$45,008
Other Expenses	$159,056
Total S, G&A	**$3,707,944**
EBITDA	**$2,643,775**

* * *

You are strongly encouraged to consult with your own financial advisors in reviewing the table and, in particular, in estimating your sales that you may achieve in operating your own Senior Helpers Care Business.

Actual costs, expenses and revenues vary from business to business, and from franchisee to franchisee. We cannot estimate the results of any specific business or franchisee.

Some franchised businesses have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the data described in the table will be made available by us to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Mari Baxter, C.O.O., SH Franchising, LLC, 901 Dulaney Valley Road, Suite 700, Towson, MD 21204, 1-866-353-3743, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1:
Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	314	333	19
	2024	333	355	22
	2025	355	394	39
Company-Owned	2023	13	13	0
	2024	13	13	0
	2025	13	7	-6
Total Outlets	**2023**	327	346	19
	2024	346	368	22
	2025	368	401	33

Table No. 2:
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025[(1)]

State[(2)]	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	1
Arizona	2023	0
	2024	0
	2025	1

State[(2)]	Year	Number of Transfers
California	2023	5
	2024	1
	2025	0
Connecticut	2023	0
	2024	0
	2025	1
Florida	2023	1
	2024	1
	2025	0
Georgia	2023	0
	2024	1
	2025	0
Illinois	2023	0
	2024	0
	2025	2
Indiana	2023	2
	2024	0
	2025	0
Louisiana	2023	1
	2024	1
	2025	0
Maryland	2023	1
	2024	0
	2025	0
Michigan	2023	2
	2024	0
	2025	0
Minnesota	2023	1
	2024	0
	2025	0
Nevada	2023	1
	2024	0
	2025	0
New Jersey	2023	0

State[(2)]	Year	Number of Transfers
	2024	0
	2025	1
Pennsylvania	2023	1
	2024	0
	2025	0
South Carolina	2023	1
	2024	1
	2025	2
Tennessee	2023	1
	2024	0
	2025	3
Texas	2023	3
	2024	1
	2025	0
Virginia	2023	1
	2024	2
	2025	0
Washington	2023	0
	2024	0
	2025	1
Wisconsin	2023	0
	2024	2
	2025	0
Total	**2023**	**21**
	2024	**10**
	2025	**12**

Notes:

(1) All numbers are as of the end of the fiscal year. Each fiscal year ends December 31.

(2) States not listed had no franchises or no activity during this three-year period.

Table No. 3:
Status of Franchised Outlets
For years 2023 to 2025[1]

State[2]	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets[3] at End of the Year
Alabama	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	8	3	0	0	1	0	10
	2024	10	0	1	0	0	0	9
	2025	9	1	0	0	0	0	10
Arkansas	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
California	2023	47	4	1	0	0	0	50
	2024	50	6	3	0	0	0	53
	2025	53	4	3	0	0	0	54
Colorado	2023	6	0	0	0	0	0	6
	2024	6	0	1	0	0	0	5
	2025	5	2	0	0	0	0	7
Connecticut	2023	4	0	0	0	0	0	4
	2024	4	1	1	0	0	0	4
	2025	4	0	0	0	0	0	4
Delaware	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	31	1	1	0	0	0	31
	2024	31	3	0	0	0	0	34
	2025	34	1	2	0	0	0	33
Georgia	2023	5	4	0	0	0	0	9
	2024	9	2	1	0	0	0	10

State[2]	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets[3] at End of the Year
	2025	10	1	0	0	0	0	11
Hawaii	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Idaho	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Illinois	2023	10	2	1	0	0	0	11
	2024	11	1	0	0	0	0	12
	2025	12	3	1	0	0	0	14
Indiana	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Iowa	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Kentucky	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Louisiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Maryland	2023	3	2	0	0	0	0	5
	2024	5	2	1	0	0	1	5
	2025	5	3	0	0	0	0	8
Massachusetts	2023	13	2	1	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Michigan	2023	6	0	2	0	0	0	4

State[2]	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets[3] at End of the Year
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	0	5
Minnesota	2023	3	2	0	0	0	0	5
	2024	5	2	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Mississippi	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Missouri	2023	7	0	1	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Nevada	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
New Hampshire	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	13	1	1	0	0	0	13
	2024	13	1	0	0	0	0	14
	2025	14	1	0	0	0	0	15
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	15	0	1	0	0	0	14
	2024	14	2	1	0	0	0	15
	2025	15	7	0	0	0	0	22
North Carolina	2023	7	2	0	0	0	0	9
	2024	9	2	0	0	0	0	11
	2025	11	2	0	0	0	0	13

State[2]	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets[3] at End of the Year
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	9	0	2	0	0	0	7
	2024	7	1	1	0	0	0	7
	2025	7	2	1	0	0	0	8
Oklahoma	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oregon	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Pennsylvania	2023	19	3	1	0	0	0	21
	2024	21	1	0	0	0	0	22
	2025	22	1	0	0	0	0	23
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	1	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	1	0	0	0	0	11
Tennessee	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Texas	2023	20	2	0	0	0	0	22
	2024	22	1	1	0	0	0	22
	2025	22	5	2	0	0	0	25
Utah	2023	1	2	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	0	1	0	0	0	4
Virginia	2023	7	1	0	0	0	0	8
	2024	8	3	0	0	0	0	11

State[2]	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets[3] at End of the Year
	2025	11	1	0	0	0	0	12
Washington	2023	7	2	0	0	0	0	9
	2024	9	0	1	0	0	0	8
	2025	8	0	0	0	0	0	8
West Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Wisconsin	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	7	0	0	0	0	13
Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	**2023**	**314**	**33**	**13**	**0**	**1**	**0**	**333**
	2024	**333**	**36**	**12**	**0**	**0**	**2**	**355**
	2025	**355**	**49**	**10**	**0**	**0**	**0**	**394**

Notes:

(1) All numbers are as of the end of the fiscal year. Each fiscal year ends December 31.

(2) States not listed did not have any franchises.

(3) The names, addresses, and telephone numbers of our franchisees, as of the end of our most recent fiscal year, appear in Exhibit D. Any franchisees who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our last fiscal year, or have not communicated with us within ten weeks of the date of this Disclosure Document are identified on Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Table No. 4:
Status of Affiliate-Owned Outlets[1]
For years 2023 to 2025[2]

State[(3)]	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets[(3)] at End of the Year
Arizona	2023	0	0	1	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Illinois	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
Maryland	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	3	0
North Carolina	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
Pennsylvania	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	0
Wisconsin	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	2	0
Totals	2023	13	0	1	0	1	13
	2024	13	0	0	0	0	13
	2025	13	0	0	0	5	7

Notes:

(1) As described in Item 1, our affiliates own and operate these Senior Helpers Care Business.

(2) The numbers are as of December 31 for each year. Previously we had reported each individual office location as just one unit, however, in this FDD we are reporting each territory as one separate unit.

(3) States not listed had no affiliate-owned Senior Helpers Care Businesses during the relevant period.

Table No. 5:
Projected Openings As Of December 31, 2025 for 2026

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 Year
Alabama	1	1	0
Arizona	1	1	0
California	2	2	0
Colorado	2	2	0

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 Year
Connecticut	1	1	0
Florida	3	3	0
Georgia	1	1	0
Maryland	2	2	0
Massachusetts	1	1	0
Michigan	1	1	0
Mississippi	1	1	0
Nevada	1	1	0
New York	2	2	0
North Carolina	1	1	0
Ohio	1	1	0
Oklahoma	1	1	0
Tennessee	1	1	0
Texas	4	4	0
Virginia	1	1	0
Washington	2	2	0
Total	**30**	**30**	**0**

References to "outlets" in the above tables means one "territory" and one "Franchised Business".

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the date of this franchise disclosure document, there are no Senior Helpers franchisee associations in existence regardless of whether or not they use our trademark.

We have a franchisee referral program. If an existing franchisee refers to us a prospective franchisee who eventually becomes a Senior Helpers franchisee, we will pay the referring franchisee a bonus or referral fee.

ITEM 21
FINANCIAL STATEMENTS

The following financial statements are attached to this Disclosure Document as Exhibit F:

The audited financial statements of SH-Delaware for the fiscal years ended December 31, 2025, December 31, 2024 and December 31, 2023.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document:

Franchise Agreement (Exhibit A).

Franchisee Compliance Certification (Exhibit J).

General Release (Exhibit K).

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document (Exhibit M) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT

SH FRANCHISING, LLC

FRANCHISE AGREEMENT

FRANCHISEE

DATE OF AGREEMENT

TERRITORY & OFFICE ADDRESS

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SH FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the _____ day of _____, 20__ (the "**Effective Date**") (regardless of the dates of the parties' signatures) by and between:

- **SH Franchising, LLC** a Delaware limited liability company, with our principal business address at 901 Dulaney Valley Road, Suite 700, Towson, Maryland 21204 ("**we**," "**us**," or "**our**"), and

- _____, whose principal business address is _____ ("**you**" or "**your**").

PREAMBLES AND BACKGROUND

A. We and our affiliates, as a result of the expenditure of time, skill, and effort have developed (and continue to develop and modify) a system relating to the establishment and operation of care agencies that provide various non-medical care and personal assistance services, provided in a client's residence or via supplemental staffing to institutional clients, primarily for elderly individuals, including care and companionship services, bathing, dressing, grooming, and personal hygiene assistance, light housekeeping, meal planning and preparation, running errands, transportation, medication reminders, and Alzheimer's and dementia care (the "**System**").

B. These businesses operate under the "Senior Helpers" name and Marks (defined below) and the System (**"Senior Helpers Care Businesses**"). The Senior Helpers Care Businesses and System have distinctive characteristics which currently include, without limitation, providing generalized non-medical care services, including individual pre-engagement evaluations and assessments; procedures for operations; quality of services offered; procedures for management; training and assistance; advertising and promotional programs; business formats, methods, procedures, standards, and specifications, all of which we may change, improve, and further develop from time to time.

C. We and our affiliates use, promote, and license certain trademarks, service marks, and other commercial symbols including the mark "SENIOR HELPERS" in operating Senior Helpers Care Businesses, which have gained and will continue to gain public acceptance and goodwill, and we may create, use, and license other trademarks, service marks, and commercial symbols for Senior Helpers Care Businesses (collectively, the "**Marks**").

D. We grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a Senior Helpers Care Business using our System and Marks.

E. You have applied for a franchise to own and operate a Senior Helpers Care Business, and you, as the franchisee that will operate the franchised business, must comply with this Agreement and all System Standards (as defined below in Section 4.4) in order to maintain the high and consistent quality that is critical for Senior Helpers Care Businesses.

1. GRANT OF FRANCHISE; TERRITORY

1.1 Grant of Franchise

You have applied for a license to own and operate a Senior Helpers Care Business at the location identified on Exhibit A (the "**Premises**"), and in the area identified in Exhibit A (the "**Territory**"). If you have not identified the Premises, and received our written approval of the Premises before you sign this Agreement, the Premises will be identified and included on Exhibit A as described in Section 2. Subject to this Agreement's terms, we grant you the right and license (the "**Franchise**") to operate a Senior Helpers Care Business (the "**Franchised Business**") in the Territory (defined below), and to use the System in its operation, for a term beginning on the Effective Date and expiring ten (10) years from the opening date of the Franchised Business, or five (5) years from the opening date of the Franchised Business if you are buying an existing Senior Helpers Franchised Business (re-sale/transfer) or buying your second or more Senior Helpers Franchised Business (the "**Initial Term**"), unless sooner terminated as provided herein. You agree at all times to perform your obligations under this Agreement faithfully, honestly, and diligently and to use your best efforts to promote the Franchised Business.

1.2 Territorial Rights

Before this Agreement is executed, we will describe the Territory in Exhibit A. Except as provided for by Sections 1.3, 1.4, and 1.5 below, and provided that you are in full compliance with this Agreement, we and our affiliates will not operate or grant a franchise for the operation of another Senior Helpers Care Business, that has its principal office at a location within the Territory, or that is granted a territory, or territorial rights similar to those under this Agreement in your Territory, during the Initial Term of this Agreement.

1.3 Rights We Reserve

Except as expressly limited by Section 1.2 above, we and our affiliates retain all rights with respect to Senior Helpers Care Businesses, the System, the Marks, the sale of similar or dissimilar services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

(1) the right to operate, and to grant others the right to operate, Senior Helpers Care Businesses and similar care businesses under different names or marks with physical locations located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Premises or the Territory, and subject to our cross-territorial policies, discussed below and in the Operations Manuals (defined below);

(2) the right to establish and operate (and to grant to others the right to establish and operate) any other businesses offering products and services that are not the same as or similar to the products or services offered at Senior Helpers Care Businesses, through similar or dissimilar channels of distribution, at any locations inside or outside the Territory under the Marks, or under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to acquire the assets or ownership interests of one or more businesses that operates, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with Senior Helpers Care Businesses, and/or the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a competing non-medical care business or agency, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory; and if we or one of our affiliates acquire such a competing business or chain, we or our affiliates may establish or grant

franchises or licenses to establish new or additional competing businesses under the acquired chain's marks in your Territory, and it is expressly acknowledged by you and us that any such business operations of the same or similar business that existed or operated at the time of such acquisition or transaction shall not constitute a breach of Section 1.2;

(4) the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Senior Helpers Care Businesses, and the services and products offered, and authorize others to do so, and those materials may appear in media, including, without limitation, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Territory; and

(5) all rights to the Marks, the System, and the advertisement, offer, or sale of Senior Helpers Care services in the metaverse.

1.4 Cross-Territorial Sales and Client Service

You understand and agree that you have the right and obligation to diligently and actively solicit and service clients in your Territory, and that the efficient operation of the System is dependent upon franchisees and other operators of Senior Helpers Care Businesses, including us and our affiliates, complying with our policies regarding intra- and inter-territorial sales and servicing efforts. We have established policies concerning soliciting and/or servicing clients within and outside of a designated territory, or within the territory or area assigned to another franchisee or us or our affiliates (the "**Cross-Territorial Policies & Territory Infringement Policy**" or sometimes referred to as the "**Cross-Territorial Policies**")). We may modify these Cross-Territorial Policies, on a System-wide basis, from time to time, and you must comply with the changed policies. The current Cross-Territorial Policies are described in our System Standards and Operations Manual, and provide, among other things, that:

(1) Your area of primary responsibility will be your Territory. All media advertising and direct mail marketing that you undertake must be predominantly focused on media distributed in, or to prospective clients located in, your Territory.

(2) You shall not conduct any assessments, or provide any services to clients located, in a territory or area assigned to another franchisee, us, or our affiliate. In the event that you receive leads from or for clients located in another territory or area, you must refer those leads to the franchisee (or us or an affiliate) who is assigned to operate in and service that territory or area.

(3) You may not solicit clients, or market your products, services, or your Franchised Business to clients, located outside of your Territory. In the event you receive referrals to provide services to clients who are located in a then-unassigned (to a franchisee or us or an affiliate) territory or areas, you may service those clients. If and when that un-assigned territory is sold or assigned, and a franchised, or company-owned, or affiliate-owned Senior Helper Care Business opens, you may no longer accept any new clients from that territory.

For the purposes of this Agreement, and except as may be modified by us through changes in policies and/or the Operations Manual, references to "client" shall mean the person receiving the services of the Franchised Business.

Violation of the Cross-Territorial Policies, as they may be modified from time to time, is a default of this Franchise Agreement, for which you may be subject to termination. We have also adopted the implementation of financial fees in addition to, or in lieu of, termination of this Agreement following a violation of the Cross-Territorial Policies. As of the Effective Date, the current fees for a first violation of

the Cross-Territorial Policies are payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $2,500 administrative fee to be paid to us. For a second violation, payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $5,000 administrative fee to be paid to us. The fees for a third violation of the Cross-Territorial Policies are payment of 50% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located and a $10,000 administrative fee to be paid to us. If in our discretion we decide the violation was intentional, you must pay us the applicable administrative fee plus 100% of the Gross Sales derived from the infringed clients to the franchisee where the clients are located. You acknowledge and agree that the fees for violations of the Cross-Territorial Policies are a reasonable approximation of the damages incurred by us and the impacted franchisee, and is designed to compensate the franchisee for potential lost revenue, and is not a penalty. The Cross-Territorial Policies are a part of our System Standards, and it is currently expected that we and all franchisees under the System will abide by this policy.

1.5 Corporate Accounts

We reserve the right to develop a corporate accounts program for the benefit of the System, franchisees, and operators of Senior Helpers Care Businesses. A "**Corporate Account**" is a client, a group of clients, or an organization or entity that has the right, by common ownership, control, or legal status, to arrange for Senior Helpers Care services to be provided at multiple locations and/or for multiple clients. Corporate Accounts may include a variety of different organizations, including state or local government agencies, insurance companies, or institutional referral sources. The locations of some of the Corporate Account clients may be in your Territory and they may also have locations in other territories or areas. Accordingly, regardless of any contrary provision of this Agreement, you and we agree as follows:

(1) If you decide to participate in the Corporate Accounts program, all revenues from the Corporate Accounts program from clients in your Territory will be paid to you.

(2) If you decide not to participate in, or service the Corporate Accounts in, your Territory, we or one of our franchisees, licensees, or affiliates may do so. We may do so without violating any of your territorial rights as described in this Agreement.

(3) You agree to comply with our Corporate Accounts rules and policies as they may be modified from time to time.

1.6 Modification of System

You understand and agree that we may operate and change the System in any manner that is not expressly and specifically prohibited by this Agreement. Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider to be best, to vary System Standards (defined below in Section 4.4) for any franchisee or any franchised Senior Helpers Care Business based upon the peculiarities of any condition that we consider important to that franchisee's or Senior Helpers Care Business's operation. You may request that we grant you a variation or accommodation, but we have no obligation to do so.

1.7 Performance Criteria

You acknowledge and agree that the limited territorial grant described in this Section 1 is conditioned upon your compliance with this Agreement, and our System Standards. You also must achieve and maintain satisfactory scores on client satisfaction surveys and business analyses that we establish. In addition, your Franchised Business must generate a minimum level of Gross Sales (defined in Section 3.3)

on an annual basis, in the amounts set forth in Exhibit A (the "**Minimum Performance Standards**"). If you fail to satisfy the Minimum Performance, we may take any one or more of the following actions:

(1) Reduce the size of your Territory, with a corresponding reduction in the Minimum Performance Standard; and/or

(2) Permit other franchisees, or us or our affiliates, to provide services to clients located within your Territory; and/or

(3) Establish, or license or franchise others to establish, a Senior Helpers Care Business in your Territory; and/or

(4) Terminate this Agreement.

1.8 Corporation, Limited Liability Company, or Partnership

If you are at any time a corporation, limited liability company, or general or limited partnership (collectively, an "**Entity**"), you agree and represent that:

(1) You will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation.

(2) You will not alter, change, or amend your organizational documents, operating agreement, or partnership agreement, as applicable, without obtaining our approval.

(3) Your organizational documents, operating agreement, partnership agreement, or stock certificates, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions.

(4) Exhibit B to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date;

(5) Each of your owners holding over ten percent (10%) ownership interest during this Agreement's term will execute a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guaranty is at Exhibit D. Subject to our rights and your obligations under Section 12, you and your owners agree to sign and deliver to us a revised Exhibit B to reflect any permitted changes in the information that Exhibit B now contains;

(6) You will appoint a shareholder, member, or partner, as applicable, to be your "Operating Principal," responsible for overseeing and supervising the operation of the Franchised Business. The Operating Principal, as of the Effective Date, is identified in Exhibit B. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management and operational matters, and the only person from your Entity that we will recognize as having authority to communicate for and on your behalf and on behalf of your Entity. You may not change the Operating Principal without our prior written consent. The Operating Principal must not be employed on a full-time basis with any employer other than the Franchised Business during the term of the Franchise Agreement; and

(7) The Franchised Business and other Senior Helpers Care Businesses, if applicable, will be the only businesses that the Entity may operate, and your organizational documents must reflect this (although the owners in the Entity may have other business interests subject to any restrictions on competitive businesses in Section 7 or Section 15.4).

2. OPENING OF FRANCHISED BUSINESS, OFFICE APPROVAL, LEASE OF PREMISES, AND DEVELOPMENT

2.1 Office Approval

You must operate the Franchised Business from an approved office within the Territory, and not from a residence or a "virtual" or "identity" office. Your office must contain outdoor signage and a separate area for training that is not part of shared space. You must have a dedicated training space designed as a realistic simulation of a client's home ("Center of Excellence"). If you operate more than one Senior Helpers Care Business with multiple territories that are geographically contiguous, we may in our sole discretion, permit you to operate the Franchised Business from one of your other approved offices. You agree to obtain our written approval of the Franchised Business's proposed office location before signing any lease, sublease, or other document for the site.

We may assist you in your office and location selection process by providing you with our office guidelines and criteria, and sources to obtain demographic information related to the Territory. We will provide you with certain recommended or required specifications for your office. If we have completed any research on the market area that you are considering, we will provide you with it for information and background purposes only. You should verify all information provided.

We will approve or disapprove the proposed office location within thirty (30) days after your request for our approval. Upon our written approval of an office, and after you secure the location, we will insert its address into Exhibit A, and it will be the Premises. You may operate the Franchised Business only from the Premises.

You acknowledge and agree that, if we recommend or give you information regarding the Territory, or a site for the Premises, and if we approve an office location, our advice, action, or information is not a representation or warranty of any kind, express or implied, of the location's suitability for a Senior Helpers Care Business or any other purpose. Our recommendation indicates only that we believe that the office meets our then-acceptable criteria. Applying criteria that have appeared effective with other offices and premises might not accurately reflect the potential for all offices and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of an office and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if an office and premises we recommend or approve fail to meet your expectations. You acknowledge and agree that your acceptance of the Franchise is based on your own independent investigation of the Territory and the office. You acknowledge and agree that our office selection assistance is primarily for our benefit and not for your benefit.

2.2 Franchised Business Development

You are responsible for developing the Franchised Business. We will give you mandatory and suggested specifications and layouts for your office at the Premises, including recommended office size and design and required or recommended fixtures, equipment, and signs. You are responsible for compliance with any and all federal, state, or local laws, codes, and regulations.

You agree to do the following, at your own expense, to develop the Franchised Business at the Premises:

(1) secure all financing required to develop and operate the Franchised Business (we will not provide you with any financing for Franchised Business development);

(2) obtain all required building, utility, sign, occupancy, business, and other permits and licenses;

(3) construct all required improvements to the Premises and furnish and decorate the Franchised Business according to our approved plans and specifications;

(4) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services; and

(5) purchase or lease, and install, all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, and point-of-sale information system), furnishings, and signs (collectively, "**Operating Assets**") for the Franchised Business.

2.3 Operating Assets

You agree to use in operating the Franchised Business only those Operating Assets that we approve for Senior Helpers Care Businesses as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display at the Premises (interior and exterior) only the signs, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

2.4 Computer System

You agree to obtain and use the computer hardware and/or operating software and/or communications capabilities we specify from time to time (the "**Computer System**"). We may modify specifications for and components of the Computer System. You also agree to maintain a functioning e-mail address. You agree to obtain high-speed communications access, such as broadband or DSL, or other high-speed capacity that we may specify. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and/or communications capabilities and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, you agree to incur the costs of obtaining the computer hardware, software, and/or communications capabilities comprising the Computer System (or additions and modifications) and required service or support. We or our affiliates may retain a third-party provider, or an Applications Service Provider (or ASP) to provide some or all of the service and support for your benefit or the benefit of Senior Helpers Care Businesses, and we may pay a service or ASP hosting fee. You must pay our then-current fee for certain information technology related costs such as Learning Management System, FranConnect access, Hosting, IT Support Services, Applicant Tracking System and the LIFE Profile license (the "**IT Fee**"). The IT Fee is currently $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees, but we may increase or modify the IT Fee upon thirty (30) days advance written notice to cover our costs of providing the information technology products/services plus an administrative fee of no more than 10% of our costs. We have no obligation to reimburse you for any

Computer System costs that you incur. Within sixty (60) days after you receive notice from us, you agree to obtain and install the Computer System components that we designate. You must permit us to access those aspects of the Computer System that are necessary for us to retrieve data and/or to provide assistance to you and your business.

We require you to license your Email/Microsoft Office/SPAM/Support (@seniorhelpers.ca) from our required vendor. The current fees for the Email/SPAM/Support are $22 per license per month.

You agree that we, our affiliates, or vendors may condition any license of proprietary software to you, or your use of technology that we, our affiliates, or vendors develop or maintain, on your signing a software license agreement or similar document that we, our affiliates, or vendors prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates or vendors may charge you a monthly or other fee for any proprietary software or technology that we, our affiliates, or vendors license to you and for other maintenance and support services that we or our affiliates provide during this Agreement's term. The current IT Fee is set forth in Exhibit A, but we may increase the fee upon 30 days advance notice to cover our increased costs of providing the information technology products/services plus an administrative fee of no more than 10% of our costs. In addition, we may provide you with software that will enable us to pull existing financial information through your other accounting software, and that will help you with financial modeling. This is software that you will load and maintain on your Computer System and that we will pay for. Currently, you are required to use an operating software provided by WellSky in your Franchised Business. The current cost of the WellSky software is a $750 training fee and monthly licensing fee of $10 per active client per month, with a minimum fee of $85 per month. You will pay WellSky the cost of the use of the operating software. In addition, you are required to use a financial reporting software provided by Qvinci in your Franchised Business. Currently, we pay the license fee for the financial reporting software. You also must pay a fee, which is currently $1,500, for the "IT Jump Start" program which you will contract for through our preferred vendor. The IT Jump Start program includes consulting and education on computer system setup and our IT standards.

Despite the fact that you agree to buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. You may not install any software, other than authorized upgrades, or make any hardware modifications to the Computer System that might hamper or interfere with the operation of the Computer System in the manner we require. You are solely responsible for protecting yourself from disruptions, internet access failures, internet content failures, and attacks by hackers and other unauthorized intruders, and you waive any and all claims you may have against us as the direct or indirect result of such disruptions, failures, or attacks.

Data that we reasonably believe to be necessary or desirable for the operation of a Senior Helpers Care Business is or may be currently stored in software programs that we provide to you. We reserve the right to modify our and your Computer System requirements, but will only do so upon sixty (60) days prior notice to you. These information and data programs are subject to this Section 2.4, and you must comply with our System Standards, and our data collection and reporting policies and procedures.

2.5 Opening of Franchised Business

You agree not to open the Franchised Business until:

(1) we notify you in writing that the Franchised Business meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the Franchised Business complies with any licensing, labor, building, fire, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);

(2) you have received all required state and local government certification, permits, and licenses necessary for the operation of a Senior Helpers Care Business, including any required licenses and certifications for your personnel;

(3) you (or your Operating Principal), your Key Manager, and other managers and personnel (if any) have satisfactorily completed training;

(4) you pay the initial franchise fee and other amounts then due to us;

(5) you have executed all agreements required prior to the opening of the Franchised Business, including, but not limited to, the Agreement, the Lease, and any software license agreements;

(6) you are not in default under or in violation of any agreements by and between you and us or any of our affiliates or suppliers; and

(7) you give us all certificates, endorsements and other documentation we request for all required insurance policies.

Subject to your compliance with these conditions, and except as we may otherwise approve, you agree to open the Franchised Business for business not later than two hundred and forty (240) days after execution of this Agreement. We will issue you a commencement of operation letter on the day (the "**Opening Date**") we approve your compliance with these obligations. If you fail to open your Franchised Business within two hundred and forty (240) days after execution of this Agreement, you shall pay to us a Late Opening Date Minimum Royalty of Five Hundred Dollars ($500.00) for each thirty-day period following the deadline until you have opened your Franchised Business. The Late Opening Date Minimum Royalty will be due and payable at the beginning of each 30-day period following the deadline to open.

3. FEES

3.1 Initial Franchise Fee

You agree to pay us a nonrecurring initial franchise fee, in the amount set forth in Exhibit A. This fee is due, and fully earned by us, when you sign this Agreement. The initial franchise fee is nonrefundable. If you are signing this Agreement as part of buying an existing Senior Helpers Franchised Business (re-sale/transfer) then you will not be required to pay an initial franchise fee. If the population of your Territory is between 35,001 seniors and 40,000 seniors, you must pay an additional $10,000 initial franchise fee (a total of $65,000). If the population of your Territory is between 40,001 seniors and 45,000 seniors, you must pay an additional $15,000 initial franchise fee (a total of $70,000). If the population of your Territory is between 45,001 seniors and 50,000 seniors, you must pay an additional $20,000 initial franchise fee (a total of $75,000).

3.2 Royalty Fee; Minimum Periodic Royalty Payment

You agree to pay us, in the manner provided below (or as the Operations Manual otherwise prescribes), a Royalty Fee (the "**Royalty**") equal to the greater of (i) the percentage set forth on Exhibit A

of the Franchised Business's Gross Sales (defined in Section 3.3 below) or (ii) the Minimum Periodic Royalty Payment, as set forth in Exhibit A. The Royalty must be transmitted in the manner we specify, which may include, as provided for in Section 3.6, an automatic, electronic debit of funds on a bi-weekly basis, by or before the Wednesday immediately following the previous two-week period (with each week beginning on a Monday and ending on a Sunday), based on the Gross Sales from the preceding two-week period. In addition, on or before the Wednesday following the two-week period, you agree to send us on a form we approve (or as we otherwise direct) a signed statement of the Franchised Business's Gross Sales for the preceding two-week period.

3.3 Definition of "Gross Sales"

As used in this Agreement, the term "**Gross Sales**" means all revenue that you bill/invoice (whether or not collected), plus all other 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 at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (2) excluding client-billed caregiver mileage reimbursements.

3.4 Late Fees and Interest

All amounts which you owe us for any reason, will bear interest accruing as of their original due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. If you fail to report the Franchised Business's Gross Sales, you will be charged a $150 per day late fee (maximum of $600 per occurrence). If we are forced to estimate your Gross Sales, you will be charged an additional $250. We may debit your bank account automatically for late fees and interest. You acknowledge that this Section 3.4 is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Franchised Business**.** Further, you acknowledge and agree that these late fees are intended to reimburse us for our costs and expenses to monitor your compliance, and enforce compliance with your obligations to report Gross Sales and not penalties.

3.5 Application of Payments

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates or key suppliers against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

3.6 Method of Payment

Before the Franchised Business opens, you agree to sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Marketing Fund contributions (defined below in Section 9.2), and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the "**Electronic Depository Transfer Account**" or "**EDTA**"). Our current form of EDTA documents are attached as Exhibit C. We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals.

If you fail to report the Franchised Business's Gross Sales, we may debit your EDTA for one hundred twenty percent (120%) of the highest bi-weekly Royalty and Marketing Fund contribution that we debited during the Initial Term. If the amounts that we debit from your EDTA are less than the amounts

you actually owe us (once we have determined the Franchised Business's true and correct Gross Sales), we will debit your EDTA for the balance on the day we specify. If the amounts that we debit from your EDTA are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your EDTA during the following bi-weekly period.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (*e.g.*, by check) whenever we deem appropriate. We may require the payments, or automatic debits, be made more or less frequently than specified in Section 3.2, but not more frequently than once a week. You agree to comply with our payment instructions as they may be modified from time to time.

You must comply with all of our payment policies, procedures, and requirements, as described in the Operations Manual including, but not limited to, types of currency that you may accept as payment at the Franchised Business or that may be accepted as payment by us.

4. TRAINING AND ASSISTANCE

4.1 Initial Training

You must hire and retain a Key Manager, before you open for business. We may recommend or suggest, based on the size and scope of your proposed Senior Helpers Care Business, as well as your Operating Principal, and your Key Manager's qualifications, and other factors that you hire more than one (1) Key Manager. We will conduct an initial training program for you (or, if you are an Entity, your Operating Principal), and your initial Key Manager, which will address the material aspects of operating a Senior Helpers Care Business. Training for the other Key Manager(s) and other personnel may be conducted at our discretion within six (6) months of your Opening Date. We will provide the initial training program at our headquarters or at a designated training facility of our choice.

We will provide the initial training, for no additional fee, for your initial required attendees. In addition, if we have space available in a regularly scheduled training class, you may bring other of your employees to the training class(es) at no additional charge. You agree to pay for all travel and living expenses which you (or your Operating Principal) and all of your employees incur and for your employees' wages and workers' compensation insurance while they are training.

You (or your Operating Principal), and the initial Key Manager(s) (if any) must satisfactorily complete initial training. If you (or your Operating Principal) or your initial Key Manager fail to complete the initial training to our satisfaction, then you may repeat the course or send a substitute to complete the next available training program. We reserve the right to charge you for substitute personnel that attend the next training program. If we determine that you (or your Operating Principal) cannot complete initial training to our satisfaction, we may terminate this Agreement. Among the current criteria for satisfactory completion of training are attendance at all training classes, passing all interim and final tests and exams, and demonstrating a capability and willingness to comply with System Standards. The amount of hours and relative value of the initial training is described on Exhibit G.

All management personnel, including Key Managers, and any other personnel that we designate, must receive our certification, prior to managing the Franchised Business or training other personnel. The purpose of our certification program is to enhance the brand image, and to deliver consistent, high value client service under the "Senior Helpers" marks, from all Franchised Businesses, by training senior management team members regarding the Senior Helpers brand standards and client care standards. The goal is to enable management team members to train employees and caregivers. We may, at any time during the term of this Agreement, decertify any previously certified personnel if we learn or determine

that a person is regarded as no longer complying with our standards and procedures. Any person that has been decertified must satisfactorily complete a training or re-training program to receive our certification. We reserve the right to charge for training personnel that have been decertified.

You will have sole discretion regarding all employment decisions and matters relating to your personnel, including, without limitation, hiring, firing, discipline, compensation, benefits, personnel policies, recordkeeping, supervision and scheduling, regardless of whether you receive advice, suggestions, or recommendations from us on these subjects. You acknowledge and agree that all personnel decisions will be made by you, without any influence or advice from us, and such actions and decisions will not be, nor be deemed to be, a decision or action of ours. You must ensure that all of the management personnel and other personnel working at the Franchised Business satisfactorily complete all state and local government required training and obtain and maintain all of the licenses, accreditations, and certifications required by applicable law. You are also responsible for ensuring that your employees are adequately trained.

Within the first six (6) months following the opening of the Franchised Business, we will, at our own cost, send one of our representatives to the Franchised Business for a period of two (2) days to assist with the operations of the Franchised Business. The relative value of this assistance is described on Exhibit G.

4.2 Ongoing Training; Training of Replacement Personnel

We may require you (or your Operating Principal), your Key Manager, and/or other previously trained and experienced managers and employees to attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate, as well as periodic conventions, regional meetings, and conferences that we specify. Generally, the principal goal of the training programs is to communicate to you, your managers, and employees the brand standards and critical features of a Senior Helpers Care Business to be able to deliver high quality, consistent care to all clients in accordance with Senior Helpers brand standards. We may charge reasonable registration or similar fees for these courses. If attendance at these conventions, meetings or conferences is mandatory, we reserve the right to charge you the registration, attendance or similar fees, including, a non-attendance fee in an amount we designate, even if you or the required attendee does not attend. In addition, you must pay all costs to attend. Attendance at the national conference is mandatory. We may revise this policy in the future.

We require that your replacement Key Managers and Operating Principal (if applicable and if any) satisfactorily complete our initial training program within ninety (90) days after being designated as Key Managers or Operating Principal. You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs.

We require at least one person from your Franchised Business which may be you (or your Operating Principal), your Key Manager, and/or other previously trained and experienced managers and employees to attend and complete Senior Gems® training within six (6) months of the Opening Date. You agree to pay all travel and living expenses which you and your employees incur during all Senior Gems® training.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time.

4.3 General Guidance

We will advise you from time to time regarding the Franchised Business's operation based on your reports to us and/or our direct or indirect observations, and we will provide guidance to you with respect to: (1) standards, specifications, and operating procedures and methods that Senior Helpers Care Businesses use; (2) advertising and marketing materials and programs; (3) suggested or recommended employee training and recruiting programs; and (4) administrative, bookkeeping, and accounting procedures.

We will provide guidance in our operations manual ("**Operations Manual**"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Franchised Business. If you request, and we agree to provide, additional or special guidance, assistance, or training, you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

4.4 Operations Manual

We will loan you during the Initial Term one (1) copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed electronically or via the Internet or an internal extranet and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("**System Standards**") that we periodically prescribe for operating a Senior Helpers Care Business and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards. The Operations Manual may contain mandatory and suggested specifications, standards, and operating procedures that we develop for the System and information relating to your other obligations. Any required specifications, standards, and/or operating procedures exist to protect our interests in the System and the Marks and to create a uniform customer experience. They are not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to you.

You agree to keep your copy of the Operations Manual current and in a secure location at the Franchised Business. If there is a dispute over its contents, our master copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any person other than Franchised Business employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy from us. We may assess you our then applicable printing or copying charge. This charge is for our direct costs, and is not related to any value that we place on the Confidential Information (defined in Section 6 below).

At our option, we may post some or all of the Operations Manual on a restricted Online Site (defined in Section 9.5 below) or extranet to which you will have access. If we do so, you agree to monitor and access the Online Site for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on the Online Site will be deemed to be part of Confidential Information (defined in Section 6 below).

4.5 Delegation of Performance

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent

contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

4.6 Owners Advisory Council

We have established a franchisee advisory council ("**Owners Advisory Council**") comprised of Senior Helpers Care franchisees or representatives of franchisees for the purpose of fostering communications among franchisees and with us. We have also formed committees or boards as part of the Owners Advisory Council. These are or will be comprised of Senior Helpers Care franchisees or representatives of franchisees ("**Committees**") to discuss and help manage and organize certain functions that are integral to the development of Senior Helpers Care Businesses. Currently, we have a Marketing Committee to assist with review of Marketing Fund budgets and spend from the previous year, and to provide suggestions to us regarding the current and future year's Marketing Fund budgets. We have a Technology Committee whose focus is looking for opportunities to improve efficiency within the System, exploring the benefits and drawbacks of technology for the operation of Senior Helpers franchises, and soliciting feedback from other franchisees with regard to technology improvements. We also have an Initiative, Programs and Services Committee to assist with caregiver recruiting and training. You must participate and contribute such dues that may be required of, or assessed to, franchisees to support the Owners Advisory Council. We have certain formal organizational or operating documents for the Owners Advisory Council, and we reserve the right to establish and revise, as we deem necessary, the legal, administrative, and organizational framework for the Owners Advisory Council or any Committee. We also reserve the right to discontinue the Owners Advisory Council or any Committee at any time.

5. MARKS

5.1 Ownership and Goodwill of Marks

Your right to use the Marks is derived only from this Agreement and limited to your operating the Franchised Business according to this Agreement and all System Standards we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are 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 under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after this Agreement's term contest or assist any other person in contesting the validity, or our ownership, of the Marks.

5.2 Limitations on Your Use of Marks

You agree to use the Marks as the Franchised Business's sole identification, except that you agree to identify yourself or the Entity as its independent operator in the manner we prescribe. You may not use any Mark, any derivatives of the Marks or similar mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with the Online Site, or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the Franchised Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Franchised Business and on forms, advertising, supplies, and other materials we designate. You agree to give the notices of trade and

service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

5.3 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 person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

5.4 Discontinuance of Use of Marks

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to 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 need not reimburse you for your direct expenses of changing the Franchised Business's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Section 5.4 apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

5.5 Indemnification for Use of Marks

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and you have used the Mark(s) in compliance with our Agreement, Operations Manual, and other directives from us. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

6. CONFIDENTIAL INFORMATION

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "**Confidential Information**"), relating to developing and operating Senior Helpers Care Businesses, including (without limitation):

(1) site selection and territorial criteria;

(2) training and operations materials and manuals;

(3) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Senior Helpers Care Businesses and providing care to clients;

(4) marketing and advertising programs for Senior Helpers Care Businesses;

(5) employee and care giver recruitment, training, retention programs;

(6) knowledge of specifications for and suppliers of Operating Assets, and other products;

(7) any computer software or similar technology which is proprietary to us or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(8) knowledge of the operating results and financial performance of Senior Helpers Care Businesses other than the Franchised Business;

(9) graphic designs and related intellectual property; and

(10) all Customer Data (defined in Section 8.11 below).

You acknowledge and agree that the foregoing Confidential Information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes "trade secrets" belonging to us. You agree that we derive independent economic value from the foregoing information not being generally known to, and not being readily ascertainable through proper means by, another person. You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Business during this Agreement's term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

(1) will not use Confidential Information in any other business or capacity;

(2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during this Agreement's term and then thereafter for as long as the item is not generally known in the employment and/or health care and/or in-home care industries;

(3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

(4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential

Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Operations Manual.

All ideas, concepts, techniques, or materials relating to a Senior Helpers Home Care Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

7. EXCLUSIVE RELATIONSHIP

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during this Agreement's term, you, any of your owners, and any of your or your owners' immediate family members who have attended any of our training programs, or have participated in any aspects of the operation or management of the Franchised Business ("**immediate family members**" will include spouses and domestic partners, children 18 years old or older, and such other persons as we may specify following our review of your franchise application and proposed operations and ownership structure), for yourself (or themselves), or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, limited liability company, or other entity, will not:

(1) own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business (defined below), wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(2) be, or perform services as, a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(3) divert or attempt to divert any actual or potential business or customer of the Franchised Business to a Competitive Business; or

(4) engage in any other activity which might injure the goodwill of the Marks and System.

The term "**Competitive Business**" means (i) any home health care or in-home care agency or business that offers or provides non-medical care, companionship services, personal assistant services, or any other product or service that is similar to the services and products authorized to be offered or sold under the Marks and the System; (ii) any business that provides supplemental caregiving staff to institutional clients, such as hospitals, nursing homes, assisted living facilities, or independent living facilities, or (iii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i) or (ii) (other than a Senior Helpers Care Business operated under a franchise agreement with us).

You agree to obtain similar covenants from the personnel and persons we specify, including officers, directors, managers and other employees attending our training program or having access to Confidential Information and immediate family members. We have the right to regulate the form of agreement that you use and to be a third party beneficiary of that agreement with independent enforcement rights.

8. SYSTEM STANDARDS

8.1 Condition and Appearance of the Franchised Business

You agree that:

(1) You will maintain the condition and appearance of the Franchised Business and its Operating Assets in accordance with System Standards and consistent with the image of a Senior Helpers Care Business as an efficiently operated business offering high quality and professional services and products and observing high standards of client service and care, and providing efficient, courteous service, and in that connection will take, without limitation, the following actions during the term of this Agreement: (a) repainting, repair, and refurbishing of the Premises at intervals we prescribe; (b) repair or replacement of damaged, worn out or obsolete Operating Assets; and (c) you may place or display at the Premises only those signs, photographs, artwork, logos, and display and advertising materials that we from time to time approve;

(2) If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises or its Operating Assets does not meet our standards, we have the right to notify you, specifying the action you must take to correct the deficiency. You will have ninety (90) days to comply and make these corrections. If you do not initiate action to correct such deficiencies within ninety (90) days after you receive our notice, we have the right, in addition to all other remedies, to enter the Premises and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand for any expenses we incur in that connection; and

(3) On notice from us, you agree to remodel, expand, redecorate, reequip and/or refurbish the Premises and the Franchised Business to reflect changes in the operations of Senior Helpers Care Businesses which we prescribe and require of new franchisees.

8.2 Franchised Business Services, Specifications, Standards and Procedures

You agree that: (1) the Franchised Business will provide all client care, companion services and personal assistance services, and other services and products that we specify from time to time; (2) the Franchised Business will offer and sell approved services and products only in the manner we have prescribed; (3) you will not offer for sale or sell at or from the Franchised Business, a client's home, or any other location any services or products we have not approved; (4) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing. Without limiting the foregoing, you agree not to provide any medical care or medical services, as determined by us and applicable local, state, and federal laws and regulations, without our prior approval.

8.3 Approved Products, Distributors and Suppliers

We have developed or may develop standards and specifications for types, models and brands of required Operating Assets, and other products. We reserve the right from time to time to approve specifications or suppliers and distributors of the products that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products meeting those specifications, and if

we require it, only from distributors and other suppliers we have approved, including ourselves or our affiliates.

We may designate a single distributor or supplier (collectively, "**supplier**") for any product, service, equipment, supply or material and may approve a supplier or distributor only as to certain products. The designated supplier may be us or an affiliate of ours.

We and our affiliates may receive payments from suppliers on account of such suppliers' dealings with you and other franchisees, and may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or advantageous advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor from time to time. You or any other franchisee shall not be an approved vendor to the Senior Helpers System.

8.4 Compliance with Laws and Good Business Practices

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to the care givers and other employees, and must operate the Franchised Business in full compliance with all applicable federal, state and local laws, rules, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes, sales and service taxes, and all federal, state, and local employment and labor laws and regulations. To the extent that the requirements of said laws are in conflict with the terms of this Agreement, the Operations Manual, or other instructions from us, you will: (i) comply with said laws; and (ii) immediately provide written notice to us describing the nature of the conflict. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the staffing and management of an in-home personal care business. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The Franchised Business must in all dealings with its clients, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other Senior Helpers Care Businesses. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Franchised Business and of any notice of violation of any law, ordinance, or regulation relating to the Franchised Business. In addition, you must notify us in writing within five (5) days of an alleged breach of the federal Health Insurance Portability and Accountability Act ("HIPAA") by you, or any of your employees or agents.

8.5 Management of the Franchised Business/Conflicting Interests

Your Operating Principal must manage and provide general oversight of the Franchised Business on a full-time basis. Beginning the thirty (30) days preceding the expected opening of the Franchised Business and through the first year of operation of the Franchised Business, the Operating Principal must manage the Franchised Business on a full-time basis and may not be employed or act as an independent contractor on a full-time basis by/for any persons other than the Franchisee. The Key Manager will be

charged with responsibility for direct supervision of the Franchised Business. Your failure to have the Franchised Business managed on a full-time basis by your Operating Principal is a default for which we may terminate the Franchise Agreement if the default persists for 30 days after notice from us. You must keep us informed at all times of the identity of any supervisory employee(s) acting as Key Manager. The Key Manager must devote full time and efforts to the management and supervision of the Franchised Business. We may require that you hire prior to opening, and retain, a full-time client service/scheduler administrator or administrative support person.

If you (or your Operating Principal) own or control more than one Senior Helpers Care Business, each Senior Helpers Care Business must be under the direct on-premises supervision of a Key Manager that we have approved, who has completed our training programs and we have certified.

8.6 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, cyber 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. 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 applicable 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 comparable coverage. Additional insured coverage shall apply on a primary and non-contributory basis, 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. Subrogation shall be waived on each applicable policy where allowed by law. 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 maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance. If you fail to provide 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, within ten (10) days after our request, you will be charged a late fee of $100 for each ten (10) day period following the deadline until such evidence of coverage is provided.

We do not represent or warrant that any insurance that you are required to purchase, or which we procure on your behalf, will provide you with adequate coverage. Our review and verification of certain elements of your insurance does not in any way reduce or eliminate your obligation to fully comply with all insurance requirements. It is your sole obligation to fully comply with these insurance requirements and to confirm with your insurance providers that your policies are in compliance. The requirements of insurance specified in this Agreement are for our protection. You should consult with your own insurance agents, brokers, attorneys or other insurance advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits we require. 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.

8.7 Pricing

We may periodically set a maximum price that you may charge for a service or product. If we impose such a maximum price for any product or service, you may charge any price for the product or service up to and including the maximum price we impose.

8.8 Compliance with System Standards

You acknowledge and agree that operating and maintaining the Franchised Business according to System Standards are essential to preserve the goodwill of the Marks and all Senior Helpers Care 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, in addition to the items described in Sections 8.1. through 8.7 above:

(1) all 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 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, despite any recommendations or advice we may provide);

(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 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.

8.9 Modification of System Standards

We periodically may modify System Standards, and these modifications may obligate you to invest additional capital in the Franchised Business and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Franchised Business, buying new Operating Assets, adding new services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

8.10 Lead Generation or Call Center

We reserve the right to provide, and/or contract with a third-party to develop and operate, a call center or other sales inquiry/sales generating service, and/or to provide or contract with third parties, including Internet-based marketing companies, to provide, lead generation services to our network of Senior Helpers Care Businesses. Charges and fees for a call center and/or lead generation services may include one-time set-up fees per business, monthly fees, and/or per-call or per-lead fees. We expect that the fees charged will be to reimburse us for costs associated with these services, and/or to pay third parties for these services. We may require you to use the call center or lead generation services, or we may only recommend that you do. If you participate and use the call center or lead generation services, you must comply with all rules, policies, and requirements specified by the provider and us regarding such services. We reserve the right to add to, modify, or eliminate approved, recommended, or required products, services, or suppliers at any time.

8.11 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 to provide the Customer Data to us at any time that we request you to do so. You have the right to use 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 and marketing "Senior Helpers" products and services. However, if you Transfer the Franchised Business in an approved Transfer (as provided in Sections 12.2 and 12.3 below), as part of the Transfer, you must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for 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.

8.12 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 may 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 Section 8.11 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.

8.13 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.

8.14 Artificial Intelligence.

You will not, without our written consent, utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models ("**Generative AI**") directly or indirectly in the operation of the Franchised Business, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information, or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you shall prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without prior approval from us, you shall comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and shall not infringe upon or use intellectual property of a third-party without appropriate authorization and attribution.

9. MARKETING

9.1 Marketing Contributions and Expenditures

You acknowledge and recognize the value of the Senior Helpers brand and Marks, the need to develop, enhance, and promote the Senior Helpers brand and Marks, and the need to advertise and market the Senior Helpers brand and Senior Helpers Care Businesses. You also acknowledge and recognize the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the Senior Helpers brand and Senior Helpers Care Businesses. Therefore, you agree to (i) contribute to the Marketing Fund pursuant to Section 9.2, and (ii) make local advertising and marketing expenditures pursuant to Section 9.3.

9.2 Marketing Fund

You acknowledge and agree that the image of the Senior Helpers brand, the Marks, and Senior Helpers Care Businesses held by the public in general, by clients, and by Senior Helpers Care Business managers and employees, is important to the System and the Marks. We have established a Marketing Fund (the "**Marketing Fund**") for the enhancement and protection of the Senior Helpers brand and Marks, and for the advertising, marketing, and public relations programs and materials as we deem appropriate.

We will have sole discretion to use the Marketing Fund, and monies in the Marketing Fund, for any purpose that we designate that we believe will enhance and protect the Senior Helpers brand and Marks, will improve and increase public recognition and perception of the Senior Helpers brand and Marks and

Senior Helpers Care Businesses, and will improve and enhance the perception of Senior Helpers Care Businesses held by franchisees, managers, and other employees of Senior Helpers Care Businesses. Among the programs, concepts, and expenditures for which we may utilize the Marketing Fund monies are: creative development and production of print ads, commercials, radio spots, direct mail pieces, door hangers, and other advertising and promotional materials; creative development of, and preparing, producing, and placing video, audio, and written materials and electronic media; media placement and buying, including all associated expenses and fees; implementation of digitally identifiable marketing phone numbers; deployment and execution of marketing technology; selection and support of sponsorships; administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys, including the use of "secret 'shoppers' or clients"; lead sharing or lead generating services or vendors; the creative development of, and actual production associated with, promotions, public relation events, and charitable or nonprofit events; creative development of signage and posters; employee recognition and awards events and programs; periodic national and regional conventions and meetings; Online Site, extranet and/or intranet development, implementation, and maintenance; retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and public relations and community involvement activities and programs. We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation.

You agree to contribute to the Marketing Fund an amount equal to up to two percent (2%) of your Gross Sales, payable in the same manner as the Royalty. We will specify, and periodically modify, with 60 days' prior written notice to you, the required contribution level, at our sole discretion. Currently, the required contribution is one and one-half percent (1.5%) of Gross Sales for the first Two Million Dollars ($2,000,000) of Gross Sales in a calendar year per Territory, and then .75% of Gross Sales in excess of Two Million Dollars ($2,000,000) per calendar year per Territory, with a minimum contribution of $75 per billing period. The maximum amount that we can set during the term of this Agreement as a Marketing Fund contribution will be two percent (2%) of your Gross Sales.

We have the right to collect for deposit into the Marketing Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Senior Helpers Care Businesses and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes and which we and our affiliates therefore may use for any purposes we and they deem appropriate, as provided in Section 8.3 above.)

The Marketing Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Marketing Fund separately from our other funds and not use the Marketing Fund for any of our general operating expenses. However, we may use the Marketing Fund to pay administrative costs of the Marketing Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Marketing Fund, and we may use the Marketing Fund to pay the reasonable salaries and benefits of personnel (including our personnel and personnel of our affiliates) who manage and administer the Marketing Fund. We may use the Marketing Fund to pay for other administrative costs, travel expenses of personnel while they are on Marketing Fund business, meeting costs, overhead relating to Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Fund and its programs.

The Marketing Fund will not be our asset. Although the Marketing Fund is not a trust, we will hold all Fund contributions for the benefit of the System, the Senior Helpers brand, and the contributors, and use

contributions only for the purposes described in this Section. We do not owe any fiduciary obligation to you for administering the Marketing Fund or any other reason. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Marketing Fund's other assets.

We will prepare an annual, unaudited statement of Marketing Fund collections and expenses. The statement is available for your review upon written request, ninety (90) days after our fiscal year. We may have the Marketing Fund audited annually, at the Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Marketing Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section.

We intend the Marketing Fund to maximize and enhance public, franchisee, and employee recognition of the Senior Helpers brand, Marks and Senior Helpers Care Businesses. Although we may use the Marketing Fund, or portions of the monies in the Marketing Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Senior Helpers Care Businesses, we cannot and do not ensure that Marketing Fund expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Marketing Fund contributions by Senior Helpers Care Businesses operating in that geographic area. We do not guarantee or assure that any Senior Helpers Care Business will benefit directly or in proportion to its Marketing Fund contribution from the brand enhancement activities of the Marketing Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce contributions of a Senior Helpers Care Business franchisee and, upon thirty (30) days prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If we terminate the Marketing Fund, we will distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Marketing Fund contributions during the preceding twelve (12) month period.

9.3 By You

We will work with you to develop an advertising and marketing plan (the **Plan**") for you, your Franchised Business, and your Territory. You must comply with all requirements regarding the Plan, including use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, and compliance with all promotional recommendations. In addition to your Marketing Fund contribution obligations in Sections 9.1 and 9.2 above, you agree to spend, each month, beginning at least two weeks before you commence operations, at least the greater of One Thousand Five Hundred Dollars ($1,500) or two percent (2%) of your monthly Gross Sales to advertise and promote your Franchised Business in accordance with your Plan. Your monthly expenditure may include the costs to design or develop local marketing programs, subject to our approval. You agree to send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion at such times, and for such reporting periods, as we may specify from time to time. We reserve the right to collect the required local advertising and marketing expenditures from you and to spend such amounts to implement the Plan

for you. If you fail to expend the required minimum amount, then any amounts that you should have expended to reach the greater of $1,500 or two percent (2%) of Gross Sales requirement must be contributed to the Marketing Fund at such times as we specify.

We reserve the right to establish or designate specialized, or regional, or special-focused advertising, marketing or media campaigns ("**Special Campaigns**") that may or may not involve you and/or other Senior Helpers businesses. If we establish or designate a Special Campaign that is or will be applicable to you, you must participate in that campaign and contribute to the costs of the Special Campaign in the amounts and in the manner that we specify. Any amounts that you spend or contribute to or for the Special Campaign will be credited toward your required advertising/promoting expenditure under this Section 9.3.

We may require you to participate with other Senior Helpers Care Businesses in joint, collective, or market-wide advertising, marketing, or promotional campaigns or programs as part of your Plan, and to pay your share of that joint, collective, or market-wide advertising or program. Your local advertising and promotion must follow our guidelines, which may include, among other things, requirements for, or restrictions regarding, the use of the Marks and notices of our Online Site's domain name in the manner we designate. You may not own, develop, maintain, control or authorize, without our prior written approval, any Online Site that mentions or describes you or the Franchised Business or displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time. You may use direct advertising only directed to customers located within your Territory. We may specify third parties that you must use for the design and development of your local advertising; however you will be required to pay those third parties directly without any offset to your required local expenditure requirements.

9.4 Brand Management Fee

In addition to the Marketing Fund contributions, we may require you to pay a brand management fee on a bi-weekly basis, at the same time and in the same manner as the Royalty (the "**Brand Management Fee**"). Currently the Brand Management Fee is $100 per bi-weekly period. We may increase or decrease the Brand Management Fee upon 30 days advance written notice up to $375 per bi-weekly period. Brand Management Fees will be used by us to fund various advertising and marketing initiatives which, in our sole judgment, are intended to promote the services offered by Senior Helpers Care Businesses, maintain and enhance client relations, and promote the presence of the Senior Helpers' brand in various media outlets, including on the internet and through social media. We may use Brand Management Fees to fund, initiatives such as advertising, search engine optimization, testing and optimization, report development and distribution, client and caregiver satisfaction programs, and recruiting and use of public figures to endorse the Senior Helpers brand. Any amounts that you spend or contribute to or for the Brand Management Fee will be credited toward your required advertising/promoting expenditure under Section 9.3.

9.5 Approvals

For all proposed advertising, marketing, and promotional plans, you will submit samples of such plans and materials to us (by means described in Section 18 below), for our review and prior written approval (except with respect to prices to be charged by you). If written approval is not received by you from us within ten (10) days of the date of receipt by us of such samples or materials, we will be deemed to have not approved them. You acknowledge and agree that any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must

execute such documents (and, if necessary, require your independent contractors to execute such documents) as may be deemed reasonably necessary by us to give effect to this provision.

9.6 Online Sites

In furtherance of our policies regarding Online Sites and the presence of the "Senior Helpers" brand on the Internet, we have the right to establish, maintain, and modify one or more Online Sites that identify the "Senior Helpers" brand, system, and businesses that operate under our Marks. Currently, we intend to establish webpages on one website that identify individual Senior Helpers Care Businesses. You will have the right to promote your Franchised Business using these webpages, and to utilize and modify these webpages, provided that you comply with our website and Internet policies, and our other System Standards. Our current website is identified as "www.seniorhelpers.com." Our current website strategy, which we have the right to change from time to time, includes utilizing our website and various webpages for lead generation purposes, press releases, brand marketing, promotion, and dissemination of other information related to the Senior Helpers Care Businesses. We have the right to establish, maintain, and modify different types of online properties including mobile versions of our Online Sites, and static and dynamic landing pages. Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the Franchised Business or referring to the Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, mobile phones, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Instagram, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

9.7 E-Mail, Internet, and Other Media

You must comply with our requirements and policies (as described in the Operations Manual or otherwise in writing) with respect to the transmission of all e-mails in connection with the Franchised Business, and in connection with discussing, advertising, or disseminating any information, or otherwise having a presence, on the Internet, or in any other media, regarding the Franchised Business. Such activities include, without limitation, participation in any Internet "blogs" or social networking sites. Any such activities which are not expressly permitted in the Operations Manual or otherwise in writing, or for which you have not previously received approval from us, shall be subject to our approval as described in Section 9.4 above.

10. RECORDS, REPORTS, AND FINANCIAL STATEMENTS

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe from time to time. We reserve the right to require that you maintain a fiscal year different than the calendar year, and one that is consistent with our fiscal year. In addition, we reserve the right to require that you hire and utilize a bookkeeping and/or accounting service that we designate or approve. We may require you to use a Computer System to maintain certain sales data, financial data and other information. You must comply with our requirements regarding inputting of data, preparing reports, and transmitting data and reports to us, using the Computer System in the manner and at such times as we specify. You agree to prepare and provide to us, in the manner and format that we prescribe from time to time (which may include reporting through the Computer System and/or maintaining the Computer System to enable us to access your records to obtain the following reports):

(1) a report on the Franchised Business's Gross Sales as provided in Section 3.2, and a monthly operating report and/or income statement with business and operating statistics of the type and in the form and manner that we specify;

(2) monthly and quarterly profit and loss and source and use of funds statements and a balance sheet for the Franchised Business as of the end of the prior calendar month and quarter;

(3) within ninety (90) days after the end of each calendar year, the operating statements, financial statements, statistical reports, and other information we request regarding you and the Franchised Business covering the previous calendar year; and

(4) within ten (10) days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to the Franchised Business and to each of your owners holding over a ten percent (10%) ownership interest. If you fail to provide copies of your federal and state income tax returns or sales tax returns, within ten (10) days after our request, you will be charged a late fee of $100 for each ten (10) day period following the deadline until such tax returns are provided.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly. Moreover, we may, as often as we deem appropriate (including on a continual basis), access the Computer System and retrieve all information relating to the Franchised Business's operation.

In the event you have been in default of any financial, payment, or reporting obligation under this Agreement, even if cured, more than twice during the term of this Agreement, we reserve the right to require that you prepare, and provide us, audited financial statements on an annual basis. In addition, you must provide us with audited financial statements in the event you prepare them for any other purpose.

You agree to preserve and maintain all records (including, but not limited to, sales checks, purchase orders, invoices, payroll records, customer and client lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers) in a secure location at the Franchised Business for a period of at least five (5) years, or such longer period of time as may be required under applicable federal, state and local laws, regulations and requirements.

11. INSPECTIONS AND AUDITS

11.1 Our Right to Inspect the Franchised Business

To determine whether you and the Franchised Business are complying with this Agreement and to assess your operations and adherence to System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect and observe the operation of the Franchised Business; (2) interview the Franchised Business's personnel and clients; and (3) inspect and copy or request copies of any books, records, and documents relating to the Franchised Business's operation. You agree to cooperate with us fully. If we exercise any of these rights, we will not interfere unreasonably with the Franchised Business's operation.

11.2 Our Right to Audit

We may, ten (10) days after our request, examine your (if you are an Entity) and the Franchised Business's business, bookkeeping, and accounting records, sales and income tax records and returns, and

other records. You agree to cooperate fully with us, our representatives, accountants, auditors, representatives, and/or contractors in any examination. We may conduct our audit or examination at our offices or the offices of our representative, accountant, auditor, or contractor. If any examination discloses an understatement of the Franchised Business's Gross Sales, you agree to pay us, within ten (10) days after receiving the examination report, the Royalty and Marketing Fund contributions due on the amount of the understatement, plus our service charges and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of Gross Sales exceeding five percent (5%) of the amount that you actually reported to us for the period examined; then: (a) you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees; and (b) we may require you to provide us with periodic audited statements. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFER

12.1 By Us

You acknowledge that we maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

12.2 By You

You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the Franchised Business (or any right to receive all or a portion of the Franchised Business's profits or losses or capital appreciation related to the Franchised Business); (iii) the Lease; (iv) substantially all of the assets of the Franchised Business; (v) any ownership interest in you (regardless of its size); or (vi) any ownership interest in any of your owners (if such owners are legal entities). A transfer of the Franchised Business's ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

(1) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

(2) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(3) any sale of a security convertible to an ownership interest;

(4) transfer of an interest in you, this Agreement, the Franchised Business or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(5) if you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the Franchised Business or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the Franchised Business, or your transfer, surrender, or loss of the Franchised Business's possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Franchised Business's assets (not including this Agreement) to a lender that finances your acquisition, development, and/or operation of the Franchised Business if you give us fifteen (15) days' prior written notice and if the pledge and/or financing satisfies our requirements, which may include, without limitation, execution of agreements by us, you, and/or such owners, and any of your secured creditors, in a form satisfactory to us, acknowledging the creditor's obligations to be bound by the terms of this Section 12.

12.3 Conditions for Approval of Transfer

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Section.

If you are an Entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if: (1) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for Senior Helpers Care Business franchisees (including no ownership interest in or performance of services for a Competitive Business); (2) you give us prior written notice of the transfer; and (3) if the transfer is of a twenty-five percent (25%) to fifty percent (50%) ownership interest in you or your owners then you must pay us a transfer fee of Five Thousand Dollars ($5,000.00).

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in you or one of your owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners) all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) The transferee has sufficient business experience, aptitude, and financial resources to operate the Franchised Business;

(2) The transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for Senior Helpers Care Business franchisees;

(3) You have paid all Royalties and Marketing Fund contributions, and other amounts owed to us, our affiliates, and third party vendors, have submitted all required reports and statements, and are not in violation of this Agreement at the time of transfer;

(4) Neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(5) The transferee (or its Operating Principal) satisfactorily completes our training program at the then-current training cost;

(6) Your landlord allows you to transfer the Lease or sublease the Premises to the transferee;

(7) The transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Marketing Fund contributions, provided, however, that (1) the term of the new franchise agreement signed will be the remaining term on this Agreement and (2) following the transfer, the "years of operation" of the Franchised Business for purposes of calculating the Minimum Performance Standards under the new franchise agreement will be based on the Gross Sales of the transferor for the year preceding the date of the transfer. For example, if the transferor's Gross Sales for the year preceding the date of the transfer were $375,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standards for Operating Year 3 or $450,000 for the year following the transfer;

(8) You or the transferee pays us a transfer fee equal to fifty percent (50%) of our then-current initial franchise fee or such greater amount as is required to reimburse us for reasonable expenses associated with reviewing the transfer, plus any broker fees we incur in helping you find a transferee; however, the transfer fee will be waived if the transferee is an entity you control.

(9) You (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our current and former shareholders, officers, directors, employees, and agents;

(10) We have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Franchised Business;

(11) If you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay Royalties, Marketing Fund contributions, and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement;

(12) (a) You have corrected any existing deficiencies of the Franchised Business of which we have notified you in writing or by electronic communications, and/or (b) the transferee agrees to upgrade and refurbish the Franchised Business in accordance with our then current requirements and specifications for Senior Helpers Care Businesses within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(13) You and your transferring owners (and your and your owners' spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 15.4 below; and

(14) You and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Senior Helpers Care Businesses you own and operate) identify yourself or themselves or any business as a current or former Senior Helpers Care Business or as one of our franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Senior Helpers Care 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) Any purchase and sale agreement between You and the transferee shall provide for and require that the Senior Helpers Care Business shall continue to operate without interruption during the transfer.

We may review all information regarding the Franchised Business that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the Franchised Business.

12.4 Transfer to a Wholly-Owned Corporation or Limited Liability Company

Despite Section 12.3 above, if you are fully complying with this Agreement, and other agreements with us, our affiliates, and suppliers, after providing us with written notice, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than the Franchised Business and, if applicable, other Senior Helpers Care Businesses, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Franchised Business's assets are owned, and the Franchised Business's business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to Section 12.3 above. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur.

12.5 Your Death or Disability

(1) Transfer Upon Death or Disability. Upon your or your Operating Principal's death or disability, your or the Operating Principal's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Operating Principal's ownership interest in you, to a third party (which may be your or the Operating Principal's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed twelve (12) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12, including the payment of the transfer fee required under Section 12.3. A failure to transfer your interest in this Agreement or the Operating Principal's ownership interest in you within this time period is a breach 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 the Operating Principal from supervising the Franchised Business's management and operation.

(2) Operation Upon Death or Disability. Upon your or the Operating Principal's death or disability, your or the Operating Principal's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must complete our standard training program. A new Operating Principal acceptable to us also must be appointed for the Franchised Business, and that new

Operating Principal must complete our standard training program, within sixty (60) days after the date of death or disability.

12.6 Effect of Consent to Transfer

Our consent to a transfer of this Agreement and the Franchised Business, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Franchised Business's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

12.7 Public or Private Offering

In the event you or your affiliates offer stock, partnership or other ownership or equity interests in you or your affiliates and such offering or transfer of ownership requires, under federal or state law, that you prepare and/or furnish materials to prospective purchasers or investors, all such materials required by federal or state law shall be submitted to us for review as described below at the earlier of at least thirty (30) days before such materials are offered to prospective purchasers or investors or are filed with any government agency. You must submit any materials to be used in any exempt offering for our review prior to their use. No offering by you or your affiliates may imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of the securities of you or your affiliates; and our review of any offering will be limited solely to the relationship between you and us and any subsidiaries and affiliates, if applicable, and will not constitute any opinion as to any legal requirement. We may require the offering materials to contain a written statement prescribed by us concerning the limitations stated in the preceding sentence.

You (and the offeror, if it is not you), your owners, and all other participants in the offering must fully indemnify us, our subsidiaries, affiliates, successor, and assigns, and their respective directors, managers, officers, members, shareholders, partners, agents, representatives, servants, and employees in connection with the offering and you shall execute any and all documents required by us to endorse such indemnification. For each proposed offering, you must pay us a non-refundable fee of Seven Thousand Five Hundred Dollars ($7,500) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. You must give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 12.7 commences. We may request additional information, and you may be required to defer the offering or transaction until all of our requests are satisfied. Any such offering will be subject to all of the other provisions of this Section 12, including without limitation the terms set forth in Sections 12.2 and 12.3. You also agree that such offering shall be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.

12.8 Franchisor's Right of First Refusal.

If you or your owners at any time seek or attempt to transfer all or substantially all of the Franchised Business, all or substantially all of the assets of the Franchised Business, this Agreement, or an ownership interest in you, you (or your owners) must submit to us any bona fide written offer executed by a prospective purchaser and must disclose the identity of such prospective purchaser to us. For a period of thirty (30) days after we receive a copy of such offer, we have the right, exercisable by written notice delivered to you, to notify you of our intent to purchase the interest which is the subject of the offer for the price, and then to purchase such interest, on the terms and conditions contained in the offer, provided that we may substitute cash for any form of payment proposed in the offer and have a minimum of sixty (60) days to prepare for closing. If we do not exercise our right of first refusal, you (or your owners) may complete the sale to the

purchaser pursuant to and on the terms of the offer and in accordance with this Section, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of the terms of the original offer to us, or if there is a material change in the terms of such offer, we shall again have the right of first refusal set forth above.

13. EXPIRATION OF THIS AGREEMENT

13.1 Your Right to a Successor Franchise Agreement

If you meet certain conditions, then you will have the option to request the right to operate the Franchised Business for four (4) successor terms. Each of the successor terms will be five (5) years each, for a total of twenty (20) years. The qualifications and conditions for the successor terms are described below.

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement during its term; and

(2) if you (and all of your owners) are, both on the date you give us written notice of your election to request a successor franchise agreement (as provided in Section 13.2 below) and on the date on which the term of the successor franchise agreement would commence, in full compliance with this Agreement, other agreements with us, our affiliates, and your suppliers, and all System Standards; and

(3) provided that (a) you maintain possession of the Premises, or (b) at your option, you secure a substitute premises that we approve, and the Premises or substitute premises comply with, or are developed or refurbished to comply with, the System Standards then applicable for Senior Helpers Care Businesses;

then you have the option to execute a successor franchise agreement for a term of five (5) years commencing immediately upon the expiration of this Agreement. You agree to sign the franchise agreement we then use to grant franchises for Senior Helpers Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement; provided, however, that the Royalty shall remain the same for the successor term as that set forth in this Agreement.

If you (and each of your owners) are not, both on the date you give us written notice of your election to request a successor franchise agreement and on the date on which the term of the successor franchise agreement commences, in full compliance with this Agreement, other agreements with us, our affiliates, and your suppliers, and all System Standards, you acknowledge that we need not grant you a successor franchise agreement, whether or not we had, or chose to exercise, the right to terminate this Agreement during its term under Section 14.1.

13.2 Grant of a Successor Franchise Agreement

You agree to give us written notice of your election to request a successor franchise agreement no more than two hundred seventy (270) days and no less than one hundred eighty (180) days before this Agreement expires. We agree to give you written notice ("**Our Notice**"), not more than ninety (90) days after we receive your notice, of our decision:

(1) to grant you a successor franchise agreement;

(2) to grant you a successor franchise agreement on the condition that you correct existing deficiencies of the Franchised Business or in your operation of the Franchised Business and/or satisfy our then current qualifications, certification, and training requirements; or

(3) not to grant you a successor franchise agreement based on our determination that you and your owners have not substantially complied with this Agreement, other agreements with us, our affiliates, and your suppliers during its term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to request a successor franchise agreement.

If applicable, our Notice will:

(4) describe any improvements and/or modifications required to bring the Franchised Business into compliance with then applicable System Standards for new Senior Helpers Care Businesses;

(5) describe our then-current qualifications, certification and training requirements, and specify the training program(s) that you and your employee must complete to our satisfaction before you may be offered a successor franchise agreement; and

(6) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a successor franchise agreement, our Notice will describe the reasons for our decision. If we elect to grant you a successor franchise agreement, your right to sign a successor franchise agreement is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in our Notice.

If our Notice states that you must cure certain deficiencies of the Franchised Business or its operation as a condition to our granting you a successor franchise agreement, we will give you written notice of our decision not to grant a successor franchise agreement, based upon your failure to cure those deficiencies, not less than ninety (90) days before this Agreement expires, provided, however, that we need not give you this ninety (90) days' notice if we decide not to grant you a successor franchise agreement due to your breach of this Agreement during the ninety (90) day period before it expires. If we fail to give you:

(7) notice of deficiencies in the Franchised Business, or in your operation of the Franchised Business, within ninety (90) days after we receive your timely election to request or obtain a successor franchise agreement (if we elect to grant you a successor franchise agreement under subparagraphs (2) and (b) above); or

(8) notice of our decision not to grant a successor franchise agreement at least ninety (90) days before this Agreement expires, if this notice is required,

we may extend this Agreement's term for the time period necessary to give you either reasonable time to correct deficiencies or the ninety (90) days' notice of our refusal to grant a successor franchise agreement. If you fail to notify us of your election to request a successor franchise agreement within the prescribed time period, we need not grant you a successor franchise agreement.

13.3 Agreements/Releases

If you satisfy all of the other conditions for a successor franchise agreement, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in

granting franchises for Senior Helpers Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our current and former shareholders, members, managers, officers, directors, employees, agents, successors, and assigns. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election not to be granted a successor franchise agreement.

14. TERMINATION OF AGREEMENT

14.1 Automatic Termination

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

14.2 Termination Upon Notice Without Opportunity to Cure

You shall be deemed to be in default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the delivery of written notice to you by us, upon the occurrence of any of the following events:

(1) you (or any of your owners) intentionally underreport Gross Sales, falsify financial data, or otherwise commit an act of fraud, or make any material misrepresentation or omission in your application for, or in acquiring, the license and franchise rights, or in operating the Franchised Business;

(2) you (or your owners) make or attempt to make any transfer in violation of Section 12;

(3) you fail to maintain any required licenses, permits, or certifications to open or operate the Franchised Business, or fail to comply with any federal, state, or local law regulation, or you operate the Franchised Business in an unsafe manner, and you do not cure or commence to cure this failure within five (5) days after you receive notice;

(4) you or any of your employees fail to meet the state and local certifications or other requirements for employment in an in-home care, non-medical in-home health care, or similar business, and you fail to cure this default within five (5) days after you receive notice, or, alternatively, you fail to prohibit such employees from working in the Franchised Business until the requirements are met;

(5) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony;

(6) you (or any of your owners) or any of your key employees engage in any dishonest or unethical conduct, any unprofessional conduct, or any conduct or action which, in our opinion, adversely affects, harms, or has or may have a detrimental effect on or impact on, the Senior Helpers brand, the Franchised Business, other Senior Helpers franchised businesses, or the goodwill associated with the Marks;

(7) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(8) you (or any of your owners) fail to comply with the terms of Section 7 of this Agreement (Exclusive Relationship);

(9) you interfere with our relations with third parties and the ability to operate, and/or grant franchises under, our System;

(10) you fail to maintain the insurance we require or you fail to repay us for the insurance that we have paid on your behalf and you do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(11) you fail to pay us (or our affiliates) any amounts due and do not correct the failure within five (5) days after we deliver written notice of that failure to you, or immediately if payment has not been made within thirty (30) days of its due date;

(12) you understate the Franchised Business's Gross Sales for any period by five percent (5%) or more three (3) times or more during any twelve (12) month period, or by more than ten percent (10%) on any one occasion;

(13) you (or any of your owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two (2) or more separate occasions within any eighteen (18) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(14) your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation;

(15) you abandon or fail actively to operate the Franchised Business for three (3) or more consecutive business days, unless you close the Franchised Business for a purpose we approve or because of casualty or government order;

(16) you fail to satisfy the Minimum Performance Standards as they may be revised, as provided for in this Agreement; or

(17) you are in default of any other agreement with us or any of our affiliates, and you have failed to cure the default within the time period, if any, provided for such cure.

14.3 Termination With Opportunity to Cure

Except as otherwise provided in Sections 14.1 and 14.2 above, upon any other default by you of your obligations hereunder, including those identified below, we may terminate this Agreement by giving written notice of termination, setting forth the nature of such default to you at least thirty (30) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us, all within the thirty (30) day period. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. The following is a non-exclusive list of illustrative events of default for which you may have an opportunity to cure the default to avoid termination:

(1) you do not open the Franchised Business for business within the time period prescribed in Section 2.5;

(2) you (or your Operating Principal) and/or your initial Key Manager do not satisfactorily complete the initial training program (after we provide a second opportunity as provided in Section 4.1);

(3) you (or any of your owners) misuse our Marks, or use our Marks at any other location owned or operated by you (or any of your owners) without our authorization;

(4) you make any unauthorized use of our proprietary software;

(5) you fail to operate the Franchised Business during the days and hours specified in the Operations Manual without our prior approval;

(6) you fail to operate the Franchised Business from the Premises or any substitute premises approved by us;

(7) you fail to comply with our Cross-Territorial Policies, as they may be modified from time to time;

(8) you fail to pay when due any federal or state income, service, sales, or other taxes due on the Franchised Business's operation, unless you are in good faith contesting your liability for these taxes;

(9) you fail to provide the financial statements and/or tax returns to us in a timely manner as specified in Section 10 of this Agreement (Records, Reports, and Financial Statements);

(10) you fail to promptly pay your suppliers, including any of our affiliates, when such payments are due; or

(11) you (or any of your owners) fail to comply with any other provision of this Agreement, the Operations Manual, or any System Standard.

14.4 Extended Notice of Termination

If any law applicable to this Section 14, or Section 13 above, requires a longer notice period prior to termination of this Agreement, or prior to a refusal to enter into a successor franchise agreement, than is

specified in this Agreement, a different standard of "good cause," or the taking of some other action not required under this Agreement, the prior notice, "good cause" standard, and/or other action required by such law will be substituted for the comparable provisions in this Agreement.

14.5 Non-Compliance Fee

In the event of your default under Section 14, or in the event of any instance of your non-compliance with this Agreement, the Operations Manual, or other policies and System standards, for which we notify you of such default or non-compliance, we may require you to pay an administrative fee to us in the amount of $500 per occurrence, and $100 for each week such default or non-compliance remains uncured (collectively, the "Non-Compliance Fee"). Such Non-Compliance Fee is intended to reimburse us for our damages and other losses incurred, as well as the time, expense, and other expenditure of resources incurred due to your default or non-compliance. The additional weekly charge is our best estimate of the ongoing costs to monitor your action until the default or non-compliance is rectified and cured. The Non-Compliance Fee applies to each notice of non-compliance that we provide you, for each separate event, action, or inaction of default or non-compliance. Our decision to require you to pay such administrative fee shall be without prejudice to our right to terminate this Agreement and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

15.1 Payment of Amounts Owed to Us

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date that we determine the amounts due to us, the Royalties, Marketing Fund contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

15.2 Marks.

When this Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except as we may otherwise approve, and except with respect to other Senior Helpers Care Businesses you lawfully own and operate) identify yourself or any business as a current or former Senior Helpers Care Business or as one of our current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Senior Helpers Care Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us; and within fifteen days

(2) you agree to take within fifteen (15) days the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) you agree to deliver to us within thirty (30) days all signage, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Senior Helpers Care Business that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from the Franchised Business;

(4) if we do not have or do not exercise an option to purchase the assets of the Franchised Business under Section 15.5 below, you agree promptly and at your own expense to make the alterations we specify in our Operations Manual (or otherwise) to distinguish the Franchised Business clearly from its former appearance and from other Senior Helpers Care Businesses in order to prevent public confusion;

(5) you agree to immediately notify the telephone company, all telephone directory publishers, and all domain name registries and internet service providers of the termination or expiration of your right to use any telephone, facsimile, URLs and domain names, or other numbers names and telephone directory listings associated with any Mark; to authorize the transfer of these numbers, names, and directory listings to us or at our direction; and/or to instruct the telephone company, domain name registries, and Internet service providers to forward all calls, e-mails and electronic communications made to your names, numbers, or addresses to names, numbers, or addresses we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

(6) you agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

15.3 Confidential Information

You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise and return to us the client list, all copies of the Operations Manual and any other confidential materials that we have loaned you.

15.4 Covenant Not to Compete

Upon:

(1) our termination of this Agreement according to its terms and conditions,

(2) your termination of this Agreement without cause, or

(3) expiration of this Agreement (if we offer, but you elect not to execute, a successor franchise agreement, or if we do not offer you a successor franchise agreement due to your failure to satisfy the conditions for a successor franchise agreement set forth in Section 13),

you and your owners agree that, for two (2) years beginning on the later to occur of (i) the effective date of termination or expiration or (ii) the date on which all persons restricted by this Section 15.4 begin to comply with this Section 15.4 or (iii) if litigation is necessary to enforce this Agreement, the date of entry of an order by a court of competent jurisdiction enforcing the Agreement, you and your owners, and your and their immediate family members, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, limited liability company, or other entity, will not own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above), that is or may be located or operating:

(a) at the Premises;

(b) within the Territory;

(c) within five (5) miles of the border of the Territory;

(d) within the territory, area, or market area of any other Senior Helpers Care Business in operation on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Section begin to comply with this Section; or

(e) at the home of any client or customer, or person who received care from the Franchised Business during the one (1) year period prior to the effective date of termination or expiration of this Agreement.

Equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 15.4.

These restrictions also apply after transfers, as provided in Section 12.3(12) above. If any person restricted by this Section refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

15.5 Our Right to Purchase Certain Assets of the Franchised Business

Upon termination of this Agreement, or upon expiration of this Agreement if you do not enter into a successor franchise agreement, we will have the right and option, but not the obligation, to purchase any and all of your assets from the Franchised Business at a purchase price equal to their fair market value. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We will have the right to inspect any equipment at any time prior to or during this thirty day period. If we elect to purchase the equipment, we will be entitled to, and you must provide, all customary warranties and representations relating to the equipment purchase, including, without limitation, representations and warranties as to the maintenance, function and condition of the equipment and your good title to the equipment (including that you own the equipment free and clear of any liens and encumbrances). If we and you cannot agree on fair market value, fair market value will be determined by three (3) independent accredited appraisers with experience in commercial real estate. You and we will each select one (1) appraiser, and one (1) will be selected by mutual agreement of the other two (2) appraisers. The appraisers will conduct an appraisal in accordance with this Section. You and we agree to select our respective appraisers within fifteen (15) days after we notify you that we wish to exercise our purchase option (if you and we have not agreed on fair market value before then). You and we will share equally the appraisers' fees and expenses. The appraisers must complete their appraisals within thirty (30) days after their appointment. The purchase price will be the average of the three (3) appraised values. If the two appraisers cannot agree on the third appraiser, one will be chosen by the American Arbitration Association.

15.6 Return of Customer Data and Assignment of Clients

Upon termination of this Agreement, or upon expiration of this Agreement if you do not enter into a successor franchise agreement, you must immediately return to us all Customer Data, stored or copied in any and all formats, in the manner we prescribe. You acknowledge and agree that we own the Customer Data, and you have no right to use, or to transfer or sell to a third party, the Customer Data upon termination

or expiration of this Agreement. Additionally, upon expiration or termination of this Agreement, you constitute and appoint us as your lawful attorney-in-fact (such appointment being irrevocable and coupled with an interest), with full authority in your place and stead to assign any Home Care Agreement with your clients to another Senior Helpers franchisee or affiliate of ours.

15.7 Lost Future Royalties

During the two (2) year period immediately following the Opening Date, if we terminate this Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, you agree to pay to us, as liquidated damages, an amount calculated as follows: (***a***) the average of your bi-weekly Royalty and Marketing Fund contributions that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your bi-weekly Royalty and Marketing Fund contributions for the number of months you have operated the Franchised Business); (***b***) multiplied by 52. A precise calculation of the full extent of damages that we will incur if this Agreement terminates early cannot be reasonably determined. Nevertheless, you acknowledge and agree that the lump-sum payment provided under this Section is reasonable in light of the damages for premature termination that we may reasonably be expected to incur in such event. This sum is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches, nor does this sum represent a price for the privilege of not performing, nor will the payment of this sum represent an alternative manner of performance. Accordingly, as a purely liquidated damage provision, this Section does not preclude, nor is inconsistent with, a court granting us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Our rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive. The foregoing liquidated damages are in addition to amounts owed under Section 15.1.

15.8 Continuing Obligations

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

16.1 Independent Contractors

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we 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 further acknowledge and agree that we are not, and nothing in this Agreement or the Operations Manual is intended to make us, the employer or joint employer of your employees. You shall control and be solely responsible for the day-to-day operation of the Franchised Business and the terms and conditions of your personnel and employees, including the soliciting, hiring, firing, disciplining, paying, scheduling, and managing of your employees. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Franchised Business personnel and employees, and others as the Franchised Business's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time.

16.2 No Liability for Acts of Other Party

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Franchised Business's operation or the business you conduct under this Agreement.

16.3 Taxes

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or the Franchised Business, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any taxing authority on account of either your operation or payments that you make to us. If you are required to deduct any sales tax, gross receipts tax, income tax, withholding tax or similar tax from any payment to us, then, to the extent that we are not able to successfully obtain and utilize a tax credit from the applicable taxing authorities, the amount payable by you to us must be increased by such amount as is necessary to make the actual amount we receive (after such withholding tax and after any additional taxes on account of such additional payment) equal to the amount that we would have received had no tax payment been required; provided that such shortfall is not caused by our negligence in filing the claims, or for reasons that can be solely attributable to us.

16.4 Indemnification

You agree to indemnify, defend, and hold harmless us our affiliates, and our and their respective current and former shareholders, directors, members, managers, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all claims, actions, suits, proceedings, demands, investigations, inquiries (formal or informal), settlements, obligations, and damages directly or indirectly arising out of this Agreement, the Franchised Business's operation, the business you conduct under this Agreement, the actions or inactions of your employees, your failure to comply with applicable laws, your obligation to comply with all requirements of HIPAA, or your breach of this Agreement, to the fullest extent permissible under applicable law, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction, including, but not limited to, claims brought by You; provided, however, that this indemnification shall not apply to matters where we have been found liable in a court of competent jurisdiction for causing the costs or claims.

For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. We have the right to designate attorneys that you must retain to defend any claims subject to this indemnification provision.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss

will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

17. ENFORCEMENT

17.1 Severability, Scope of Covenants and Substitution of Valid Provisions

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

You understand and acknowledge that we shall have the right to reduce the scope of any covenant set forth in Sections 7 or 15.4 of this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of this Section 17.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a successor franchise agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

17.2 Waiver of Obligations

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Senior Helpers Care Businesses; the

existence of franchise agreements for other Senior Helpers Care Businesses which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Marketing Fund contributions due afterward.

17.3 Costs and Attorneys' Fees

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs, interest and expenses that we incur, including, without limitation, reasonable accounting, attorneys' and related fees. Additionally, if we incur attorney's fees or other expenses in defending any claim you bring against us, including without limitation, a claim related to the offering of a franchise or the franchise relationship, you will be required to reimburse us for our reasonable costs and expenses (including attorneys' and expert witness fees).

17.4 Rights of Parties are Cumulative

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

17.5 Mediation

Before you and we may bring an action in court against the other, you and we must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding and shall be conducted by the CPR Center for Alternative Dispute Resolution, under the rules established by the International Franchise Association endorsed National Franchise Mediation Program, and in accordance with its then-current rules for mediation of franchise disputes (and in the event such program is not then in existence, by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes). Notwithstanding the previous sentence, the parties may mutually agree on a mediator and/or procedures and/or venue for mediation. Notwithstanding anything to the contrary, this Section 17.5 shall not bar you or we from obtaining judicial or injunctive relief for claims that are based solely on demands for money owed, or from obtaining injunctive relief against threatened conduct that will cause it harm, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; including, without limitation, claims involving the Marks.

The non-binding mediation provided for under this Section 17.5 shall be commenced by the party requesting mediation (the "complainant") providing written notice of the request for mediation (the "request") to the party with whom mediation is sought (the "respondent"). The request shall specify with

reasonable particularity the matter or matters on which non-binding mediation is sought. A copy of the request shall be given by the complainant simultaneously to us if we are not a complainant or respondent.

Non-binding mediation commenced under this Section shall be concluded within sixty (60) days of the issuance of the request or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator or mediation service.

17.6 Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal law, this Agreement, the Franchise, the offer, sale and grant of the Franchise, the Franchised Business, and all claims arising from the relationship between us and you will be governed by the procedural and substantive laws of the State of Maryland, without regard to, and without applying, its conflict of laws rules, except that any Maryland law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph. The parties agree that any state law or regulation applicable to the offer or sale of franchises or the franchise relationship will not apply unless the jurisdictional provisions are independently met. You waive, to the fullest extent permitted by law, the rights and protections provided by any such franchise law or regulation.

17.7 Consent to Jurisdiction

You and your owners agree that all claims between or among you and us must be initiated and litigated exclusively and only in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced and no other venue, and you (and each owner) irrevocably submit to the jurisdiction of those courts and waive all objections you (or the owner) might have to either the jurisdiction of or venue in those courts. Nonetheless, you and your owners agree that we may enforce this Agreement in the courts of the state or states in which you are domiciled or the Franchised Business is located.

17.8 **Waiver of Class Actions**

ANY LAWSUIT, CLAIM, COUNTERCLAIM, OR OTHER ACTION MUST BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, AND MUST NOT BE AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION. YOU HEREBY AGREE NOT TO SEEK JOINDER OF ANY OF YOUR CLAIMS WITH THOSE OF ANY OTHER PARTY.

17.9 **Waiver of Punitive Damages and Jury Trial**

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 16.4, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

17.10 Binding Effect

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

17.11 **Limitations of Claims**

ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF YOU AND US, OR YOUR OPERATION OF THE FRANCHISED BUSINESS (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS OR ACTIONS SHALL BE IRREVOCABLY BARRED. OUR CLAIMS ATTRIBUTABLE TO UNDERREPORTING OF SALES AND INSURANCE COVERAGE (SECTION 8.6), AND CLAIMS OF ANY PARTY FOR FAILURE TO PAY MONIES OWED AND/OR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS. AS USED IN THIS SECTION 17.11, "CLAIMS" MEANS ANY ALLEGATION, CHALLENGE, DEMAND, CAUSE OF ACTION, LAWSUIT, ARBITRATION, DISPUTE, CONTROVERSY, INVESTIGATION OR ADMINISTRATIVE PROCEEDING.

17.12 Our Discretion and Judgment

Whenever we have expressly reserved in this Agreement a right and/or discretion (or we are deemed to have a right and/or discretion) to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, which includes what we believe to be the best interests of the franchise network at the time our decision is made or our right or discretion is exercised even though (1) there may have been other alternative decisions or actions that could have been taken; (2) our decision or the action taken promotes our financial or other individual interest; or (3) our decision or the action we take may apply differently to different franchisees or our company-owned or affiliate-owned operations. In the absence of an applicable statute, we will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review.

If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

17.13 Construction

The preambles, background, and exhibits are a part of this Agreement, and this Agreement, and the exhibits and attachments hereto, constitutes the entire, full and complete agreement between the parties hereto, and supersede any and all prior or contemporaneous negotiations, discussions, understandings and agreements. There are no other oral or written understandings or agreements between us and you, or oral representations by us, or written representations by us (other than those set forth in our Franchise Disclosure Document that we provided to you), relating to the subject matter of this Agreement, the franchise relationship, or the Franchised Business (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). However, and notwithstanding the foregoing, nothing in this Franchise Agreement is intended to disclaim any representations made by us in the Franchise Disclosure Document that we furnished to you.

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in Section 16.4, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "Control" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchise and the Franchised Business, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and the Franchised Business or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Franchised Business and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a "controlling ownership interest" in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

"Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term "Franchised Business" includes all of the assets of the Senior Helpers Care Business you operate under this Agreement, including its revenue and the Lease.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

17.14 Time is of the Essence

You and we agree that time is of the essence in your performance of your obligations hereunder. Any failure by you to meet the time limits imposed under this Agreement shall constitute a default under Section 14 of this Agreement, for which we may terminate this Agreement upon notice to you.

18. NOTICES AND PAYMENTS

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual shall be in writing and shall be personally delivered, sent by a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown on Exhibit A of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery. The Operations Manual, any changes that we make to the Operations Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be "notices" for the purpose of the delivery requirements in this Section 18.

19. COMPLIANCE WITH ANTI-TERRORISM LAWS

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean 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 other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 14.1(26) above.

20. ACKNOWLEDGMENTS

You acknowledge:

(1) That you have independently investigated the Senior Helpers Care Business franchise opportunity and recognize that, like any other business, the nature of the business a Senior Helpers Care Business may, and probably will, evolve and change over time.

(2) That an investment in a Senior Helpers Care Business involves business risks that could result in the loss of a significant portion or all of your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting customers for your Senior Helpers Care Business will require you to make consistent marketing efforts in your community through various methods, including media advertising, direct mail advertising, and display materials.

(5) That you must maintain a high level of customer service, and adhere strictly to the System and our System Standards, and that you are committed to maintaining System Standards.

(6) That you have not received from us or any person or entity representing or claiming to represent us, and you are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Senior Helpers Care Business, and that any financial information that may appear in our Franchise Disclosure Document is not a representation or guarantee as to potential volume, sales, income, or profits that you may achieve at a Senior Helpers Care Business.

(7) That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

(8) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us, including your response to our franchise application and related prospective franchisee evaluation materials, are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the rights under this Franchise Agreement.

(9) That you have read this Agreement and our Franchise Disclosure Document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Senior Helpers Care Business, and to protect and preserve the goodwill of the Marks.

(10) That we have not made any representation, warranty, or other claim regarding this Senior Helpers Care Business franchise opportunity, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement.

(11) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Senior Helpers Care Business franchise opportunity, and that we have not refused to answer any questions, inquiries, or requests.

(12) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or chosen not to do so.

(13) That we may modify the offer of our franchise opportunity to other franchisees in any manner and at any time, and these offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT A
TO THE FRANCHISE AGREEMENT

TERRITORY, INITIAL FEE AND ROYALTY

1. The Premises of the Franchised Business will be located at:

_____
_____
_____
_____.

2. The Territory shall be:

_____
_____
_____
_____ (as specified on the Territory description attached to this Exhibit A).

3. The Initial Term of this Agreement will expire on _____. (10 years after Opening Date or 5 years after Opening Date if you are buying an existing Senior Helpers Franchised Business (re-sale/transfer or buying your second or more Senior Helpers Franchised Business; see Section 1.1)

4. The current IT Fee is: $465 per month for franchisees with less than 50 employees, $485 per month for franchisees with 50 – 99 employees, and $535 per month for franchisees with 100 or more employees.

5. The initial franchise fee shall be: Fifty-Five Thousand Dollars ($55,000).

6. The Royalty will be calculated on a bi-weekly basis, according to the two-week accounting and reporting periods established by the Franchisor. Except as noted below the Royalty fee will be:

a. During the first Year of Operation (as defined below), 5% of the Gross Sales of the Franchised Business for each period (however, if you are a new owner that is signing your first Franchise Agreement with us, and you sign this Agreement and pay the initial franchise fee on Discovery Day then, during the six (6) month period beginning on the Opening Date, the Royalty fee will be 2.5% of the Gross Sales of the Franchised Business for each period); and

b. Following the first Year of Operation, the greater of 5% of the Gross Sales of the Franchised Business for each period or the Minimum Periodic Royalty Payment (described below) for each period.

The Minimum Periodic Royalty Payment will be:

Year of Operation*	Minimum Performance Standards	Minimum Periodic Royalty Payment
1	$200,000	--
2	$400,000	$400,000/26 x .05 = $769.23/period

Year of Operation*	Minimum Performance Standards	Minimum Periodic Royalty Payment
3	$550,000	$550,000/26 x .05 = $1,057.69/period
4	$650.000	$650,000/26 x .05 = $1,250.00/period
5	$750,000	$750,000/26 x .05 = $1,442.31/period
6	$850,000	$850,000/26 x .05 = $1,634.62/period
7	$950,000	$950,000/26 x .05 = $1, 826.92/period
8	$1,050,000	$1,050,000/26 x .05 = $2,019.23/period
9	$1,150,000	$1,150,000/26 x .05 = $2,211.54/period
10 and subsequent years	$1,250,000	$1,250,000/26 x .05 = $2,403.85/period

* For the purposes of the Minimum Performance Standards, the first Year of Operation will begin on the initial date of the first royalty reporting period and continue for 26 billing periods each year. If there is a transfer, the Minimum Performance Standards for the new franchise agreement (if applicable) will be based on the Gross Sales of the transferor for the twelve (12) month period immediately preceding the date of the transfer. For example, if the transferor's Gross Sales for the twelve (12) month period immediately preceding the date of the transfer were $425,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Performance Standards for Operating Year 3 or $550,000 (and the applicable Minimum Periodic Royalty Payment of $1,057.69 per period shall apply) for the year following the transfer.

In the event that your Royalty fees paid during a Year of Operation was in excess of the greater of either (i) the applicable Minimum Periodic Royalty Payment for such Year of Operation multiplied by 26 periods or (ii) 5% of the Gross Sales of the Franchised Business for the Year of Operation, then we will refund you such excess Royalty fees within thirty (30) days of the ending date of the applicable Year of Operation.

7. The designated address for notices under Section 18 of the Agreement should be as follows:

Notices to Franchisor:

SH Franchising, LLC
901 Dulaney Valley Road, Suite 700
Towson, Maryland 21204
Telephone: (866) 353-3743
Fax: (____) _____
Attn:_____

Notices to Franchisee:

_____
_____
Telephone:_____
Fax:_____
Attn:_____

[Signature page to follow]

SH FRANCHISING, LLC, a Delaware limited liability company.

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT B
TO THE FRANCHISE AGREEMENT

LISTING OF OWNERSHIP INTERESTS

Effective Date: This Exhibit B is current and complete as of _____, 20__

You and Your Owners

1. Form of Owner.

(a) Individual Proprietorship. Your owner(s) (is) (are) as follows:

_____

_____

_____

(b) Corporation, Limited Liability Company, or Partnership**.** You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____ _____. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Owners. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	Percentage/Description of Interest
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

3. Identification of Operating Principal. Your Operating Principal as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without our prior written approval.

SH FRANCHISING, LLC, a Delaware limited liability company.

By:_____

Title:_____

Dated:_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT C
TO THE FRANCHISE AGREEMENT

EDTA FORM – TERRITORY NO. _____

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

_____ (Name of Person or Legal Entity)

_____ (FEIN Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes SH Franchising, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") ("**Bank**") to debit or credit such account(s) pursuant to Franchisor's instructions.

_____	_____	
Depository	Branch	
_____	_____	_____
City	State	Zip Code
_____	_____	
Bank Transit/ABA Number	Account Number	

This authority is to remain in full and force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

_____	_____
Depositor:	Depository:
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT D
TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20___, by _____
_____
_____
_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by SH FRANCHISING, LLC ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements; provided, however, that this guaranty to pay monetary obligations arising under the Agreement shall be limited to royalty fees, software fees, marketing fees, other periodic fees and payments owed to us, and any claims under the indemnification provisions of the Agreement (including, without limitation, Section 16.4), and any judgments or claims that are reduced to monetary claims; provided, however, that the maximum financial obligation under this Guaranty shall be limited to $100,000 per guarantor, per occurrence.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; provided, however, that in the event of a complete and total transfer of all assets and ownership interests in Franchisee and in the Franchised Business, such that a Guarantor has no ownership interest in Franchisee on the Franchised Business ("Transfer"), this Guaranty shall terminate as of the date of the Transfer with respect to any obligations that arise as of or after the Transfer.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

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

Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in a state or federal court of competent jurisdiction in the state or judicial district in which we have our principal place of business at the time the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and judgment orders in the courts of the state or states in which he or she is domiciled.

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

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
_____ Signature	_____%
_____ Printed Name	
_____ Signature	_____%
_____ Printed Name	
_____ Signature	_____%
_____ Printed Name	

EXHIBIT E
TO THE FRANCHISE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") by and between _____ ("Franchisee") (for purposes of this Agreement, the "Covered Entity") and SH Franchising, LLC (for purposes of this Agreement, the "Business Associate"), is entered into as of the ___ day of _____, (the "Effective Date").

WHEREAS, SH Franchising arranges for certain products and services (the "Services") as a franchisor, to Covered Entity as a franchisee, as set forth in the Franchise Agreement between Covered Entity and SH Franchising;

WHEREAS, the parties' performance under the Franchise Agreement may or will require Covered Entity to disclose and/or provide to Business Associate private and/or protected health and/or medical information as defined under, and governed by, applicable state and Individually Identifiable Health Information and/or Electronic Protected Health Information as defined in the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and/or regulations promulgated under such laws (state law, HIPAA, and HITECH are hereafter referred to collectively as "Privacy Laws") and may or will require SH Franchising to receive, access, review, maintain, retain, modify, record, store, forward, produce, hold, use, create, disclose, and/or destroy such information (the "PHI");

WHEREAS, SH Franchising's performance of the Services may give rise to certain legal obligations under Privacy Laws and SH Franchising may be considered a "business associate" and franchisee may be a "covered entity" as those terms are defined in 45 C.F.R. §160.103. This Agreement will not apply to relationships between the parties where SH Franchising is not considered a "business associate" as defined in 45 C.F.R. §160.103.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions. For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below:

A. "Breach" will have the meaning set forth in Section 13402 of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and regulations implementing Section 13402.

B. "Data Aggregation" will mean, with respect to PHI created or received by Business Associate as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as Business Associate of another covered entity, to permit data analyses that relate to the operations of the respective covered entities.

C. "Disclosure" will mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information, including the transfer of EPHI.

D. "Electronic PHI" or "EPHI" will mean that subset of PHI that is transmitted by or maintained in electronic media and that is created by, transmitted to or by, or maintained by Business Associate.

E. "Electronic Media" will mean (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmission via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

F. "Individual" has the same meaning as the term "individual" in 45. C.F.R. §160.103 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

G. "Individually Identifiable Health Information" will mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

H. "Marketing" has the same meaning as the term "marketing" in 45 C.F.R. §164.501.

I. "Privacy Standards" will mean the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

J. "Protected Health Information" or "PHI" will mean Individually Identifiable Health Information received from Covered Entity or received or created on behalf of Covered Entity, except that "Protected Health Information" will not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv). .

K. "Secretary" will mean the Secretary of the Department of Health and Human Services.

L. "Security Standards" will mean the Standards for Security of Electronic PHI, 45 C.F.R. 160 and 164.

M. "Use" means the employment, application, utilization, examination, or analysis of information within the entity that holds the information.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Section 1. **Use of Protected Health Information.** Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, Use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security Standards if Used by Covered Entity. However, Business Associate may Use PHI to carry out its legal responsibilities and for Business Associate's proper management and administrative services. Business Associate may also use the PHI for the purposes of client care management/coordination and the assessment and improvement of quality of care. Without limiting the foregoing, Business Associate agrees it will (a) secure and protect PHI consistent with applicable laws and standards that apply to the security and protection of confidential information, and in any event using at least the degree of care and security as Business Associate uses to maintain the confidentiality of its own confidential information; (b) make all reasonable efforts to only Use the minimum amount of PHI necessary to accomplish the intended purpose of the Use; and (c) permit access within its organization to the PHI only to those of its employees who need to know such information and only the minimum amount necessary in order to fulfill Business Associate's rights and obligations under the arrangement. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, client care management/coordination, and the assessment and improvement of quality of care, and only to the extent that such use is permitted under the HIPAA Rules.

Section 2. **Disclosure of Protected Health Information.** Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, Disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity. Business Associate will be allowed to Disclose PHI to a third party, including any affiliated entity for the purposes of client care management/coordination and the assessment and improvement of quality of care. To the extent Business Associate Discloses PHI

to a third party, Business Associate must obtain, prior to making any such Disclosure, reasonable assurances from such third party that the party will abide by the same restrictions and conditions contained in this BAA, including that (a) the third party will hold the PHI in confidence and will only Disclose PHI as required by law or only for the purposes for which it was Disclosed to such third party, (b) the third party will immediately notify Business Associate of any breaches of these confidentiality restrictions, to the extent it has obtained knowledge of such breach, and (c) the third party will protect the integrity, and availability of PHI. Without limiting the foregoing, Business Associate agrees it will (y) secure and protect PHI consistent with applicable laws and standards that apply to the security and protection of the information, and (z) make all reasonable efforts to only Disclose the minimum amount of PHI necessary to accomplish the intended purpose of the Use.

If Business Associate is confronted with legal action to Disclose any portion of PHI, Business Associate will promptly notify and assist Covered Entity (at Covered Entity's expense) in obtaining a protective order or other similar order, and shall thereafter Disclose only the minimum amount of the PHI that is required to be Disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

Section 3. **Compliance with HITECH Act.** Business Associate acknowledges that the HITECH Act (P.L. 111-5, February 17, 2009) and the implementing regulations apply provisions of the Privacy and Security Standards directly upon Business Associate, which provisions are hereby incorporated by reference. Business Associate agrees to comply with all such requirements of HIPAA, HITECH, and the implementing regulations, currently in effect as well as those promulgated after the Effective Date of this BAA. These provisions include, but are not limited to Sections 164.308, 164.310, 164.312, and 164.316 of Title 45 of the U.S. Code of Federal Regulations.

Section 4. **Safeguards Against Misuse of Information**. Business Associate agrees that it will implement appropriate safeguards to (a) prevent the Use or Disclosure of PHI other than pursuant to the terms and conditions of this BAA, and (b) to appropriately protect the integrity and availability of PHI. Business Associate also agrees to mitigate, to the extent practicable, any harmful effect that is known to it of its Use or Disclosure of PHI or failure to safeguard PHI in violation of this BAA.

Section 5. **Sale of PHI; Genetic Information**. Business Associate shall not, directly or indirectly, receive remuneration in exchange for the PHI of an Individual, except as authorized by the Individual. Business Associate shall not use or disclose Genetic Information (as that term is defined in 45 C.F.R. § 160.103) except as permitted by 45 C.F.R. §164.502(a)(5)(i).

Section 6. **Marketing**. Business Associate shall not use or disclose PHI for Marketing except as authorized by an Individual or otherwise permitted under the Privacy Standards.

Section 7. **Encryption**. Business Associate shall encrypt Covered Entity's Electronic PHI prior to saving it on portable media. In other circumstances, Business Associate shall encrypt Covered Entity's Electronic PHI whenever reasonably practicable.

Section 8. **Reporting of Disclosures of Protected Health Information.** Business Associate will, within five (5) days of becoming aware of a Breach, Disclosure of PHI or failure to safeguard PHI in violation of this BAA by Business Associate, its officers, directors, employees, contractors, or other agents or by a third party to which Business Associate Disclosed PHI, report any such Breach, Disclosure, and/or failure to the Chief Privacy Officer of Covered Entity, HIPAA Program Office. The five (5) day notice will provide as much information as Business Associate has gathered at that time. A subsequent notice, which Business Associate will provide no later than thirty (30) days of the first discovery of the Breach, Disclosure, or failure, will include the identification of each Individual whose PHI has been or is reasonably believed by Business Associate to have been affected by or during such Breach, Disclosure, or failure. Business Associate will make no public disclosures of such Breach, Disclosure, or failure without the approval of Franchisee.

Section 9. **Agreements by Third Parties.** Business Associate will enter into an agreement with any agent or subcontractor that will have access to PHI, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this BAA.

Section 10. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI, Business Associate will make available to Covered Entity the PHI requested. Business Associate will have no responsibility to respond to requests of Individuals who are seeking PHI directly from Business Associate. If any Individual requests access to PHI directly from Business Associate, Business Associate will within two (2) business days forward such request to the Covered Entity Chief Privacy Officer. Any denials of access to the PHI requested will be the responsibility of Covered Entity.

Section 11. **Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of Covered Entity's request to amend an Individual's PHI, Business Associate will provide such information to Covered Entity for amendment, or amend the information upon Covered Entity's request, and incorporate any such amendments in the PHI as required by 45 C.F.R.§164.526. Business Associate will have no responsibility to respond to requests of Individuals who are seeking to amend their PHI directly with Business Associate.

Section 12. **Accounting of Disclosures.** Within ten (10) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of Disclosures of PHI regarding an Individual, which Disclosures include the time during the six (6) years prior to the date on which the accounting was requested, Business Associate will make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate will provide Covered Entity with the following information: (i) the date of the Disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI Disclosed, and (iv) a brief statement of the purpose of such Disclosure, which includes an explanation of the basis for such Disclosure. Business Associate will have no responsibility to respond to requests of Individuals who are seeking an accounting of PHI

Disclosures directly from Covered Entity. If the request for an accounting is delivered directly to Business Associate, Business Associate will within two (2) business days forward such request to Covered Entity. It will be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

Section 13. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the Use, Disclosure, and safeguarding of PHI available to the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Standards and the Security Standards.

Section 14. **Covered Entity's Access to Books and Records.** Immediately upon Covered Entity's reasonable request, Business Associate will permit Covered Entity or its designee to access any and all records and material created, maintained, or held by or for Business Associate that contains any form of PHI, whether such records are in paper, electronic, or other form. Business Associate will supply Covered Entity with any copies of any such records as Covered Entity reasonably requests in order for Covered Entity to audit the scope, nature, and level of the Use, Disclosure, or safeguarding of PHI. If the audit uncovers irregularities in the scope, nature, and level of such Use, Disclosure, or safeguarding due to the negligence, gross negligence, willful acts, or omissions of Business Associate's officers, directors, personnel, affiliates, and/or subcontractors, then Business Associate will bear all costs of such audit, including those of Covered Entity. If no such irregularities are uncovered, then the parties will bear their own costs of such audit.

Section 15. **Regulatory Changes.** The parties acknowledge and agree that this BAA is at all times subject to applicable laws, including, but not limited to, the Social Security Act and the rules, regulations, and policies of the U.S. Department of Health and Human Services. In the event legislation is enacted or rules, regulations, or interpretations thereof are set forth by a governmental agency or a decision or ruling by any such agency or a court or tribunal of competent jurisdiction, which in the opinion of Covered Entity's legal counsel affects or may affect the legality of this BAA or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder, then within ten (10) days of notice from Covered Entity's legal counsel the parties will meet to amend this BAA to carry out the original intentions of the parties. If the parties cannot reach a mutually agreeable resolution within forty-five (45) days after notice from Covered Entity's legal counsel, then either party may terminate this BAA upon an additional thirty (30) days written notice to the other.

Section 16. **Other Privacy Requirements.** In addition to complying with the Privacy Standards and Security Standards, Business Associate will comply with all applicable laws, including statutes, regulations, and judgments.

Section 17. **Covered Entity Obligations**. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of the PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business

Associate's Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

Section 18. **Term and Termination of this BAA.** The term of this BAA is effective as of the earlier of the date listed above of or the date of the last signature below ("Effective Date"), and will replace any and all prior business associate agreements as of the Effective Date. Notwithstanding anything to the contrary in any other document, this BAA will continue after the Services are complete, even if the arrangement has terminated or expired. Sections 10 through 12 of this BAA will expire six (6) years after the later of the completion of the Services or the termination or expiration of the arrangement. Upon Covered Entity's knowledge of a breach of this BAA by Business Associate, Covered Entity may either (i) provide an opportunity for Business Associate to cure the breach by providing written notice of the breach with a time by which the breach must be cured, and if the breach is not cured within that time, Covered Entity may terminate the arrangement immediately upon delivery of a written notice of termination, (ii) immediately terminate the arrangement by providing written notice of the breach and termination, or (iii) if termination and cure are not feasible, Covered Entity may report the violation to the Secretary. This section will in no way limit Covered Entity's termination rights or remedies under the arrangement, this BAA, or the law. After the completion of the Services or the termination or expiration of the arrangement, whichever is later, Business Associate will within thirty (30) days of Covered Entity's request return to Covered Entity all PHI (including copies, notes, or other documents, electronic or printed, containing PHI) in its possession, or if directed by Covered Entity in writing, destroy such PHI and cause an officer of Business Associate to certify to Covered Entity in writing that all PHI has been destroyed.

Section 19. **Injunctive Relief.** Business Associate acknowledges and agrees that any breach or threatened breach of this BAA would cause continuing, substantial, and irreparable injury to Covered Entity, and that its remedy at law for such breach will not be adequate. Business Associate agrees that Covered Entity will be entitled to immediate equitable relief, including a permanent injunction or a temporary restraining order, for a breach or threatened breach hereof without the need for Covered Entity to post a bond or other surety. Such rights will be in addition to, and not in limitation of, any other rights or remedies to which Covered Entity may be entitled at law or equity.

Section 20. **Use of Names; No Implied Endorsement.** Business Associate agrees that it will not use in any way in its promotional, informational, or marketing activities or materials the names, trademarks, logos, symbols, or a description of the business or activities of Covered Entity without in each instance obtaining the prior written consent of Covered Entity.

Section 21. **Miscellaneous.** This BAA contains the entire intent of the parties, superseding any other arrangements between the parties with regard to its subject matter, may only be amended in writing, and will be governed by the laws of the state of Maryland. In addition, the parties hereby irrevocably and unconditionally consent and submit to the personal jurisdiction of Maryland courts over all matters relating to this BAA. Whenever possible, each provision of this BAA will be

interpreted in such a manner as to be effective and valid under applicable law, but if any provision thereof will be prohibited by or held invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions thereof.

[*Signature page to follow*]

IN WITNESS WHEREOF, the signators represent that they are duly authorized representatives and execute this Business Associate Agreement on behalf of the undersigned.

COVERED ENTITY FRANCHISEE	BUSINESS ASSOCIATE SH FRANCHISING, LLC
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT F
TO THE FRANCHISE AGREEMENT

LIFE PROFILE LICENSE AGREEMENT

This LIFE Profile License Agreement (the "**License Agreement**") is made and entered into on _____, 20__ ("**Effective Date**") by and between SH Franchising, LLC dba Senior Helpers ("**SH**") and _____, a _____ (hereinafter "**Licensee**"). Any capitalized terms that are not defined in this License Agreement shall have the meanings assigned to them in the Franchise Agreement.

RECITALS

WHEREAS, SH is the owner of a software platform and mobile application that utilizes and enhances the System for the purposes of client assessment and care plan development (the "**LIFE Profile Software**");

WHEREAS, Licensee and SH have entered into a Senior Helpers franchise agreement, dated _____ ("**Franchise Agreement**"); and

WHEREAS, Licensee desires to use the LIFE Profile Software, associated documentation and materials, and approaches and tools (individually and collectively referred to as the "**Licensed Materials**") pursuant to this License Agreement and for the consideration described herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, SH and Licensee hereto agree as follows:

ARTICLE 1
LICENSE AND RESTRICTIONS

1.1 Subject to the terms of this License Agreement, SH grants to Licensee, a non-exclusive, non-transferable, limited license (the "**License**") to use the Licensed Materials solely internally for operation of the Franchised Business solely for the term of this License Agreement.

1.2 All rights, title and interest in and to the Licensed Materials (and any derivative works thereto) and all underlying intellectual property rights thereto, are and at all times will be the sole and exclusive property of SH. The Licensed Materials may not be used for the benefit of any third parties not authorized herein, including without limitation, in any outsourcing or service bureau arrangement.

1.3 Except as expressly set forth in this License Agreement, Licensee acquires no rights in or to the Licensed Materials, and Licensee shall not use the Licensed Materials other than as specifically set forth in this License Agreement.

1.4 Licensee shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on or in the Licensed Materials, and shall ensure that all such notices are reproduced on all copies of the Licensed Materials.

1.6 All rights not expressly granted in this License Agreement are reserved to SH.

1.7 Licensee shall not distribute the Licensed Materials or make them available to any third parties. Licensee shall not modify or prepare any derivative works of the Licensed Materials. Licensee will not infringe on any copyright or trademark of SH or reverse engineer or develop any application substantially based on or substantially similar to the Licensed Materials for use by Licensee or any third parties during the term of this License Agreement and for five (5) years after the termination of this License Agreement.

ARTICLE 2
SUPPORT AND USE

2.1 SH shall provide to Licensee initial training regarding the use of the Licensed Materials in conjunction with SH's provision of initial training regarding the Franchised Business, as specified in the Franchise Agreement, the Franchise Disclosure Document ("FDD"), and the Manuals. Any additional training shall be subject to the provisions, conditions, and fees set forth in the Franchise Agreement and the FDD.

2.2 Licensee acknowledges and understands that SH, may, but is not required to provide reasonable support and maintenance for the Licensed Materials. SH will be reasonably available for consultation about implementation of the Licensed Materials as reasonably requested by Licensee.

2.3 Licensee must use the Licensed Materials in client care plans to address medical condition management, safety, independence, burden of care, and quality of life substantially in the manner prescribed by the Licensed Materials. Licensee shall ensure that it has all necessary rights and consents to input and upload information and data to the Licensed Materials.

2.4 Licensee shall make all reasonable efforts to comply with the implementation requirements set forth in this License Agreement, which may be amended from time to time as agreed by the parties.

ARTICLE 3
CONSIDERATION

3.1 The Licensed Materials are licensed hereunder in consideration of Licensee's payment of the IT Fee under the Franchise Agreement.

ARTICLE 4
SH MATERIALS

4.1 Licensee acknowledges that all SH materials and content (by way of example and not of limitation, examples include clinical training manuals, reference materials, marketing training manuals, marketing materials, client data forms, client outcomes reports, and any version of such materials made available to Licensee via the Licensed Materials (collectively, the "**SH Materials**")) shall remain the property of SH.

4.2 In the event this License Agreement is terminated pursuant to Article 5, Licensee shall surrender all SH Materials back to SH and not use any SH Materials following the effective date of termination. Licensee shall expend all reasonable efforts to return to SH all SH Materials provided to Licensee within thirty (30) days of the date of termination of this License Agreement.

ARTICLE 5
TERM, TERMINATION

5.1 Unless terminated earlier as set forth in this Section 5, the term of this License Agreement shall commence on the Effective Date and continue for so long as Licensee remains in compliance with, and in good standing as an authorized franchisee under, the Franchise Agreement.

5.2 This License Agreement may be terminated by either party upon: (a) the material breach of this License Agreement by the other party, which is not cured within thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach, or (b) the filing of a petition by the other party seeking to take advantage of any laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts after sixty (60) days written notice to the other party.

5.3 On termination of this License Agreement, Licensee's rights and licenses to use the Licensed Materials shall terminate and Licensee shall uninstall and delete the Licensed Materials.

ARTICLE 6
CONFIDENTIALITY, CONTENT AND DATA

6.1 Any non-public information about the Licensed Materials, including any data or information that is competitively sensitive material, and not generally known to the public as well as the terms of this License Agreement shall be considered, and treated as, SH's Confidential Information under the Franchise Agreement.

6.2 Both parties acknowledge that the HIPAA (Health Insurance Portability and Accountability Act) regulations, or state laws and regulations may mandate that each maintain the security, privacy, and confidentiality of client protected health information. Therefore, to the extent that each party's business functions are governed by the HIPAA transaction, security and/or privacy regulations, or state law and regulation, each party shall abide by the terms of the Business Associate Agreement (substantially in the form as attached in Exhibit E to the Franchise

Agreement) and have appropriate organizational and technical policies and procedures and safeguards in place to comply with the applicable provisions.

6.3 Any personal information that is input into the Licensed Materials will be subject to the terms of SH's Privacy Policy. SH may collect, and retains all right, title, and interest in, any content uploaded to the Licensed Materials and any data or information created, analyzed, generated, or derived in connection with the provision, use, and performance of the Licensed Materials, including traffic data, logs generated from the Licensed Materials, usage statistics, or aggregations or analyses thereof (collectively, "**System Data**"), and may use System Data for purposes of providing, maintaining, developing, and improving the Licensed Materials.

ARTICLE 7
AUDITS AND COMPLIANCE

7.1 Licensee hereby acknowledges that SH, at SH's own cost, has a right to audit Licensee as it relates to its use of the Licensed Materials solely to verify use or non-use of the Licensed Materials or to ensure substantial compliance in using the Licensed Materials hereunder.

7.2 It is the mutual responsibility of both parties to maintain the privacy of clients in compliance with all applicable laws, including without limitation, data privacy and cyber security laws and regulations. Licensee hereby agrees that it will operate in good faith to ensure that all data transmitted to SH and the Licensed Materials is in compliance with all applicable state and federal client confidentiality provisions, including HIPAA regulations.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 SH represents and warrants to Licensee as follows:

8.1.1 SH has the full right, power, and authority to enter into and perform its obligations under this License Agreement, and this License Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

8.1.2 The execution, delivery, and performance of this License Agreement by SH will not result in the breach of any terms of, or constitute a default under, or conflict with any obligation of SH.

8.2 Licensee represents and warrants to SH as follows:

8.2.1 Licensee has the full right, power, and authority to enter into and perform its obligations under this License Agreement, and this License Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

8.2.2 The execution, delivery, and performance of this License Agreement by Licensee will not result in the breach of any terms of, or constitute a default under, or conflict with any obligation of Licensee.

8.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY EITHER PARTY, AND THERE ARE NO IMPLIED WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY EITHER PARTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, PAST PRACTICES, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SH DOES NOT REPRESENT OR WARRANT THAT THE LICENSED MATERIALS WILL BE AVAILABLE ALL OF THE TIME OR WILL NOT BE INTERRUPTED. SH DOES NOT REPRESENT OR WARRANT THAT THE LICENSED MATERIALS PROVIDE ACCURATE OR IDEAL CARE PLANS OR SUGGESTIONS.

ARTICLE 9
LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR FOR AMOUNTS EXCEEDING THE GREATER OF THE IT FEE PAID IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION FIRST GIVING RISE TO THE LIABILITY. THIS ARTICLE 9 SHALL NOT APPLY TO BREACHES OF ARTICLE 1 (LICENSE AND AUTHORIZATION), ARTICLE 6 (CONFIDENTIALITY, CONTENT AND DATA) OR LICENSEE'S OBLIGATIONS FOR INDEMNITY UNDER THIS LICENSE AGREEMENT.

ARTICLE 10
INDEMNITIES

Each party shall indemnify, defend and hold the other party harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that may be asserted against the indemnified party by third parties in connection with the indemnifying party's grossly negligent acts or omissions or willful misconduct of the indemnifying party, its directors, officers, employees, or agents under this License Agreement. Licensee shall indemnify SH and its affiliates and all of their shareholders, members, managers. officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that may be asserted against the indemnified parties by third parties in connection with the breach of this License Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Each party hereto is contracting independently with the other, and there is no agency, employment, or other relationship except as may be expressly set forth herein. Neither party is authorized nor has the power to obligate or bind the other party by contract, agreement, warranty, representation, or otherwise in any matter whatsoever.

11.2 Any headings used in this License Agreement are inserted for convenience only and shall not affect the interpretation of the respective provisions of this License Agreement.

11.3 The obligations set forth in Sections 1.2-1.7 and 5.3 and Articles 3, 4, 6, 7, 8, 9, 10, and 11 shall survive any cancellation or termination of this License Agreement as appropriate according to the terms of this License Agreement.

11.4 Neither party shall assign or subcontract its rights and obligations under this License Agreement without the prior written consent of the other party, except in connection with a transfer of all or substantially all of such party's business assets, whether by merger, sale of assets, sale of stock or otherwise.

11.5 All required notices shall be in writing and delivered by USPS or overnight delivery service to the address indicated below in this Section. The following persons shall act as the representatives of the parties regarding notices, performance, extension, dispute resolution, termination, and changes in respect of this License Agreement:

If to SH:

SH Franchising, LLC dba Senior Helpers
901 Dulaney Valley Road, Suite 700
Towson, Maryland 21204
Attention:_____
Email:_____
Phone:_____

If to Licensee:

Name:_____
Address:_____
_____
Attention:_____
Email:_____
Phone:_____

11.6 The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of

this License Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

11.7 In the event that any provision of this License Agreement shall be held invalid or unenforceable as contrary to any law, statute, or regulation in that regard, the invalidity or unenforceability of such provision shall in no way affect the validity of any other provision of this License Agreement, and each and every provision shall be severable from each and every other.

11.8 Neither party will be deemed the drafter of this License Agreement, which agreement will be deemed to have been jointly prepared by the parties. If this License Agreement is ever construed, whether by a court or by an arbitrator, such court or arbitrator will not construe this License Agreement or any provision hereof against any party as drafter.

11.9 This License Agreement embodies the entire agreement between the parties hereto and supersedes all other prior agreements between the parties in connection with the sale of goods described herein. This License Agreement cannot be modified or supplemented except in writing and signed by both parties. Neither party shall be bound by or liable to the other for any representation, promise, or inducement, whether prior to or concurrent with, made by any agent or person in the other's employ, not embodied in this License Agreement.

11.10 This License Agreement may be executed in counterparts, which together shall constitute one and the same agreement.

11.11 Each party to this License Agreement, upon the request of the other party, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this License Agreement.

11.12 This License Agreement shall be interpreted under the laws of the State of Maryland.

11.13 There are no third party beneficiaries of this License Agreement.

[Signature page to follow]

In Witness Whereof, the parties have caused this License Agreement to be signed by duly authorized representatives as of the Effective Date set forth above.

SH: SH Franchising, LLC dba Senior Helpers

By: _____

Name: _____

Title: _____

LICENSEE: _____

By: _____

Name: _____

Title: _____

EXHIBIT G
TO THE FRANCHISE AGREEMENT

AMENDMENT NO. 1 TO
SH FRANCHISING, LLC FRANCHISE AGREEMENT

THIS AMENDMENT NO.1 TO FRANCHISE AGREEMENT (the "**Amendment**") is effective on the ___ day of _____ 202_, by and between:

- SH FRANCHISING, LLC, a Delaware limited liability company whose principal place of business is 901 Dulaney Valley Road, Suite 700, Towson, MD 21204 ("**Franchisor**" or "**we**"); and

- _____, _____ of the State of _____ ("**you**" or "**Franchisee**").

BACKGROUND:

A. Simultaneously herewith the Franchisee and Franchisor entered into a Franchise Agreement for the operation of a Franchised Business in the Territory of _____.

B. Franchisee will be using SBA financing to pay for a portion of the purchase price of the Franchised Business or for the operation of the operation of the Franchised Business..

C. Franchisor is willing to amend the Franchise Agreement in accordance with the terms set forth in this Amendment No. 1.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree to amend the Franchise Agreement as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning as set forth in the Franchise Agreement.

2. If Franchisor has an option to purchase or a right of first refusal (ROFR) with respect to a partial interest in the Franchisee's business, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

3. If the Franchisor's consent is required for any transfer (full or partial) of the Franchisee's business, Franchisor will not unreasonably withhold such consent.

4. If the Franchisee owns real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

5. If the Franchisee owns the real estate where the franchise location is operating, Franchisor will not during the term of the Franchise Agreement record against the real estate any restriction on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions.

6. If the Franchisee owns the real estate where the franchise location is operating, the right of Franchisor to assume Franchisee's lease will not be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

7. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

8. The Franchise Agreement does not prevent the Franchisee from having meaningful oversight over the operations of the business. Meaningful oversight includes the authority to:

i. Approve the annual budget;
ii. Have control over the bank accounts; and
iii. Have oversight over the employees operating the business (who must be employees of the Franchisee).

9. Severability. The provisions of this Amendment shall be severable. If any provision of this Amendment or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Amendment and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

10. Entire Agreement. This Amendment, including the recitals above, contains the entire agreement between the parties hereto with respect to the parties' agreement to amend the Franchise Agreement. This Amendment supersedes the Franchise Agreement and all prior understandings and writings regarding the subject matters specified in this Amendment. Except to the extent specified in this Amendment, all other provisions of the Franchise Agreement, including any agreements and amendments with respect thereto, shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Amendment.

SH FRANCHISING, LLC
Franchisor

By:_____

Name:_____

Title:_____

FRANCHISEE

(If you are taking the Franchise as a Corporate, Limited Liability Company, or Partnership):

_____
Name

By:_____

Name:_____

Title:_____

(If you are taking the franchise individually and not as a legal entity):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT H

RELATIVE VALUE OF INITIAL TRAINING, PRE-OPENING CONSULTATIONS, SITE VISIT AND SITE SELECTION ASSISTANCE

FRANCHISOR OBLIGATION	HOURS	VALUE
Initial Training	168	$39,000
On-site Visit-Assistance	5	$1,700
Site Selection Assistance	5	$1,700
Email-Telephone Assistance/Consulting	2	$600

EXHIBIT B

LIST OF ADMINISTRATORS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**MICHIGAN** Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48909 (517) 373-7622
ILLINOIS Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**MINNESOTA** Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 (212) 416-8285 Phone
NORTH DAKOTA North Dakota Securities Department 600 E. Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-2910	**VIRGINIA** Director, Securities and Retail Franchising Div. State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051
RHODE ISLAND Department of Business Regulation Securities Division Building 69-1, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	**WASHINGTON** Department of Financial Institutions General Administration Building Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

SOUTH DAKOTA Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501-3185 (605) 773-4823	**WISCONSIN** Office of the Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**MICHIGAN** Dept. of Energy, Labor, & Economic Growth Corporations Division P.O. Box 30054 Lansing, Michigan 48909 7150 Harris Drive Lansing, Michigan 48909 (517) 373-7117
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**MINNESOTA** Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681	**NEW YORK** Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
NORTH DAKOTA North Dakota Securities Commissioner 600 E. Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division John O. Pastore Complex – 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	**WASHINGTON** Director of Department of Financial Institutions General Administration Building Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
SOUTH DAKOTA Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501-3185 (605) 773-4823	**WISCONSIN** Commissioner of Securities Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 261-9555

EXHIBIT D

LIST OF FRANCHISEES
(As of December 31, 2025)

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Lance	*Spindler*	*35557 Kenai Spur Hwy.*	*Soldonta*	*Alaska*	*99669*	*(907) 260-3251*	*1*
Shelbee	*Knopf*	*2000 Cecil Ashburn Drive, Suite 108*	*Huntsville*	*Alabama*	*35802*	*(256) 650-2982*	*1*
James	*Devary*	*604 W. Warner Road, Suite B2*	*Chandler*	*Arizona*	*85225*	*(480) 908-0976*	*2*
Ketha	*Bonadie*	*9120 W. Union Hills Drive, #100*	*Peoria*	*Arizona*	*85382*	*(623) 242-1994*	*1*
Chandler	*Weight*	*40975 North Ironwood, B-105*	*San Tan Valley*	*Arizona*	*85140*	*(480) 565-3763*	*1*
Shaun	*Phelan*	*9832 North Hayden Road, Suite 103*	*Scottsdale*	*Arizona*	*85258*	*(480) 621-6672*	*2*
Tehjan	*Prendiville*	*3040 North Campbell Avenue, Suite 110*	*Tucson*	*Arizona*	*85719*	*(520) 298-9281*	*4*
Brian	*Nakamura*	*130 Chapparal Court, Suite 160*	*Anaheim Hills*	*California*	*92808*	*(714) 694-0992*	*1*
Brenda	*Duarte*	*122 E. Santa Clara St.*	*Arcadia*	*California*	*91006*	*(626) 446-8000*	*1*
Darshana	*Bhakta*	*17510 Pioneer Blvd., Suite 205*	*Artesia*	*California*	*90701*	*(562) 403-4403*	*1*
Nicholas	*Trunzo*	*3440 Palmer Drive, Suite 8H*	*Cameron Park*	*California*	*95682*	*(530) 556-4030*	*2*
Alay	*Yajnik*	*1262 E. Hamilton Ave., Suite F*	*Campbell*	*California*	*95008*	*(408) 294-4411*	*2*
Robert	*Wukmir*	*7700 Sunrise Blvd., Suite 2900*	*Citrus Heights*	*California*	*95610*	*(916) 671-5777*	*2*
Tiffany	*Phelan*	*619 Woodsworth Avenue, Suite #201*	*Clovis*	*California*	*93612*	*(559) 224-5678*	*2*
Jenny	*Lind*	*1130 Burnett Avenue Suite B*	*Concord*	*California*	*94520*	*(925) 677-2150*	*1*
Patrick	*Moskus*	*1611 Pomona Road, Suite 226*	*Corona*	*California*	*92878*	*(909) 256-0240*	*1*
Steven	*Nickens*	*4501 Cerritos Avenue, Suite 203*	*Cypress*	*California*	*90630*	*(714) 816-5069*	*2*
Maria	*Lum*	*462 El Cerrito Plaza, Suite 719*	*El Cerrito*	*California*	*94530*	*(510) 524-6700*	*1*
Narendra	*Prasad*	*8355 Elk Grove Blvd., Suite 600*	*Elk Grove*	*California*	*95758*	*(916) 236-3821*	*1*
Slade	*Abisror*	*16250 Ventura Blvd., Suite 115*	*Encino*	*California*	*91436*	*(323) 320-4770*	*1*
Cort	*Peters*	*111 N. Broadway*	*Escondido*	*California*	*92025*	*(442) 777-7437*	*1*
Derek	*Twells*	*18384 Brookhurst St.*	*Fountain Valley*	*California*	*92708*	*(562) 735-5398*	*1*

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Walton	*Cabrera*	*17529 Chatsworth Street*	*Granada Hills*	*California*	*91344*	*(818) 528-5710*	*1*
Hector	*Munoz*	*15375 Barranca Parkway, I-105*	*Irvine*	*California*	*92618*	*(949) 749-2273*	*2*
Cassia	*Yi*	*5464 Grossmont Center Drive, Suite 330*	*La Mesa*	*California*	*91942*	*(619) 900-1982*	*1*
Mujaji	*Law*	*600 Central Avenue, Suite G*	*Lake Elsinore*	*California*	*92530*	*(619) 252-6325*	*1*
Melinda	*Perera*	*835 Twelve Bridges Drive, Suite 85*	*Lincoln*	*California*	*95648*	*(918) 587-0102*	*1*
Ted	*Pappas*	*2288 Westwood Blvd., Suite 210*	*Los Angeles*	*California*	*90064*	*(310) 235-1111*	*1*
Julia	*LaPlount*	*3450 E. Spring St., Suite 112*	*Long Beach*	*California*	*90806*	*(562) 726-1813*	*1*
Conny	*Gordeau*	*450 S. Madera Avenue, #E*	*Madera*	*California*	*93637*	*(559) 363-4545*	*1*
Keyur	*Shah*	*23166 Los Alisos Blvd., Suite 242*	*Mission Viejo*	*California*	*92691*	*(949) 570-5050*	*1*
Ghada	*Lutfi*	*4701 Arrow Highway, Suite E*	*Montclair*	*California*	*91763*	*(909) 451-6444*	*1*
Quoc	*Nguyen*	*925 S. Atlantic Blvd., Suite 205-A*	*Monterey Park*	*California*	*91754*	*(626) 628-0515*	*1*
Bob	*Nations*	*1100 Trancas Street Suite #102*	*Napa*	*California*	*94558*	*(707) 251-1540*	*3*
Jay	*Isaacson*	*326 South Pacific Coast Hwy, Suite 101*	*Redondo Beach*	*California*	*90277*	*(424) 512-4759*	*1*
Nicholas	*Magnusson*	*670 Woodside Road*	*Redwood City*	*California*	*94061*	*(650) 343-6770*	*4*
Ramtin	*Yazdi*	*6876 Indiana Avenue, Suite E*	*Riverside*	*California*	*92506*	*(951) 248-0543*	*1*
Ryan	*Breen*	*4101 J Street, Suite A*	*Sacramento*	*California*	*95819*	*(916) 857-8400*	*1*
David	*Wallace*	*928 Ft. Stockton Dr., Suite 205*	*San Diego*	*California*	*92103*	*(619) 450-4686*	*2*
Jennifer	*Fernandez*	*11722 Sorrento Valley Road, Suite G*	*San Diego*	*California*	*92121*	*(858) 523-9170*	*1*
Jung	*Yi*	*12640 Sabre Springs Parkway, Suite 111*	*San Diego*	*California*	*92128*	*(619) 900-1982*	*1*
Vivian	*Lin*	*14410 Washington Avenue, Suite 118*	*San Leandro*	*California*	*94578*	*(510) 588-1202*	*1*
Jasjit	*Dhillon*	*3442 Empressa Drive, Ste C*	*San Luis Obispo*	*California*	*93401*	*(805) 461-5892*	*1*
Corey	*Davis*	*777 Grand Avenue, Suite 101*	*San Rafael*	*California*	*94901*	*(415) 300-2273*	*1*
Michael	*Fasth*	*1900 State Street, Suite B*	*Santa Barbara*	*California*	*93101*	*(805) 687-7777*	*1*

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Raghukulendranath	*Toutam*	*247181 Valley Street, Suite B*	*Santa Clarita*	*California*	*91321*	*(661) 402-6411*	*1*
Sandra	*Van Dyke*	*1260 Huntington Drive, Suite 106*	*South Pasadena*	*California*	*91030*	*(678) 815-6230*	*1*
Jyoti	*Suhag*	*11372-74 Ventura Blvd.*	*Studio City*	*California*	*91604*	*(213) 657-5292*	*1*
Manish	*Agarwal*	*468 Pennsfield Place, Suite 204*	*Thousand Oaks*	*California*	*91360*	*(805) 497-8370*	*1*
Marcus	*Eaves*	*1715 15th Street, Unit B*	*Boulder*	*Colorado*	*80302*	*(720) 818-7310*	*1*
Gil	*Atanasoff*	*1051 6th Street*	*Greeley*	*Colorado*	*80631*	*(970) 658-8228*	*2*
Peter	*Hjelmstad*	*151 West Mineral Avenue, Suite 121*	*Littleton*	*Colorado*	*80120*	*(720) 667-3715*	*1*
John	*Lohmeier*	*11658 North Huron Street, #400*	*North Glenn*	*Colorado*	*80234*	*(303) 452-6500*	*2*
Peter	*Aguero*	*10841 South Crossroads Drive, Suite 4*	*Parker*	*Colorado*	*80134*	*(303) 376-4995*	*1*
Jack	*Yeung*	*109 Boston Post Road*	*Orange*	*Connecticut*	*06477*	*(203) 659-0402*	*3*
Shaneka	*Miller*	*74 Park Road, Suite 2*	*West Hartford*	*Connecticut*	*06119*	*(347) 906-4528*	*1*
Christopher	*Stetzar*	*9 East Loockerman Street Suite 3B*	*Dover*	*Delaware*	*19901*	*(302) 674-2234*	*1*
Clarence	*Ndangam*	*630 Churchmans Road Suite 107*	*Newark*	*Delaware*	*19702*	*(302) 232-5007*	*1*
Brandon	*Rippo*	*301 Camino Gardens Blvd., Suite 201*	*Boca Raton*	*Florida*	*33432*	*(561) 409-7577*	*2*
Mark	*White*	*9140 Bonita Beach Road Suite 2209*	*Bonita Springs*	*Florida*	*34135*	*(239) 221-7133*	*1*
Michael	*Mohl*	*1325 S. Congress Avenue, Suite 105-106*	*Boynton Beach*	*Florida*	*33426*	*(561) 969-9990*	*1*
Manuel	*Chavez*	*2726 Oak Ridge Ct., #502*	*Fort Myers*	*Florida*	*33901*	*(239) 931-0158*	*1*
Annette	*Wellington*	*5830 Sheridan Street*	*Hollywood*	*Florida*	*33021*	*(954) 437-9880*	*1*
Charles	*Emery*	*8833 Perimeter Park Blvd., Suite 602*	*Jacksonville*	*Florida*	*32216*	*(904) 458-9000*	*1*
Jorge	*Giraldo*	*2515 Troy Avenue*	*Lakeland*	*Florida*	*33803*	*(863) 686-7333*	*1*
Bernie	*Fitzgerald*	*8525US Highway 441*	*Leesburg*	*Florida*	*34788*	*(352) 323-6232*	*3*
Dale	*Gardner*	*630 N. Wymore Rd., Suite 308*	*Maitland*	*Florida*	*32751*	*(407) 628-4357*	*2*
Kristin	*Walsh*	*1322 Oak Street*	*Melbourne*	*Florida*	*32901*	*(321) 844-8650*	*1*
Yolanda	*Schon*	*10689 N. Kendall Dr., Suite #306*	*Miami*	*Florida*	*33176*	*(305) 274-7737*	*1*

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Aleyda	*Chavez*	*12550 Biscayne Blvd., Suite 208*	*North Miami Beach*	*Florida*	*33181*	*(305) 995-0130*	*1*
Sheree	*Ellingson*	*165 Wells Road, Suite 303*	*Orange Park*	*Florida*	*32073*	*(904) 779-5515*	*1*
Michael	*Forest*	*1038 Jenks Avenue*	*Panama City*	*Florida*	*32401*	*(850) 215-1793*	*1*
Juan	*Mejia*	*1600 S. Federal Hwy., Suite 210*	*Pompano Beach*	*Florida*	*33062*	*(754) 999-8990*	*1*
Scott	*Fox*	*6152 Delancey Station Street, Suite 206*	*Riverview*	*Florida*	*33578*	*(813) 677-1400*	*2*
Marc	*Kaplan*	*612 Barnes Blvd.*	*Rockledge*	*Florida*	*32955*	*(321) 735-4614*	*1*
Glen	*Scharfeld*	*11134 Quality Drive*	*Spring Hill*	*Florida*	*34609*	*(352) 835-7191*	*3*
Scott	*Kogut*	*5635 49th Street*	*St. Petersburg*	*Florida*	*33709*	*(727) 284-7700*	*1*
Ross	*Goodson*	*10 SE Central Parkway, Suite 111*	*Stuart*	*Florida*	*34994*	*(772) 463-1112*	*3*
Sean	*Richey*	*2927 Kerry Forest Parkway*	*Tallahassee*	*Florida*	*32309*	*(850) 201-1990*	*1*
Jeff	*Radcliffe*	*209 Nassau Street S., Suite 101*	*Venice*	*Florida*	*34285*	*(941) 488-3410*	*1*
Amar	*Patel*	*5656 Corporate Way*	*West Palm Beach*	*Florida*	*33407*	*(561) 626-9500*	*2*
Thomas	*Blanton*	*250 East Main Street, Suite 202A*	*Canton*	*Georgia*	*30114*	*(678) 880-9128*	*1*
Yeraldine	*Riney*	*1790 Peachtree Pkwy, Suite 203*	*Cumming*	*Georgia*	*30041*	*(470) 489-0003*	*1*
Sumera	*Hamani*	*2965 Ring Road, Suite 500*	*Kennesaw*	*Georgia*	*30144*	*(770) 268-2046*	*1*
Julio	*Vazquez*	*2070 Sugarloaf Pkwy, Suite 700*	*Lawrenceville*	*Georgia*	*30045*	*(470) 391-1400*	*1*
David	*Moore*	*1541 US 19 South*	*Leesburg*	*Georgia*	*31763*	*(229) 886-3739*	*1*
Amber	*Hamani*	*277 Hwy 74 N, Suite 319*	*Peachtree City*	*Georgia*	*30269*	*(770) 487-1297*	*3*
Mike	*Morgan*	*4395 Ogeechee Road, Suite 203*	*Savannah*	*Georgia*	*31405*	*(912) 231-7284*	*1*
June	*Deschamps*	*696 Concord Rd. SE, Suite B*	*Smyrna*	*Georgia*	*30082*	*(770) 989-1015*	*1*
Sadique	*Punja*	*12926 Hwy 92, Suite 900*	*Woodstock*	*Georgia*	*30188*	*(770) 826-1450*	*1*
Yanzhe	*Cambra*	*1130 N. Nimitz Hwy, Suite A-142*	*Honolulu*	*Hawaii*	*96817*	*(808) 210-2308*	*1*
Karen	*Tierra*	*1953 South Beretania Street, Suite #1G*	*Honolulu*	*Hawaii*	*96826*	*(808) 900-8480*	*1*
Nathaniel	*Dixon*	*1001 Kamokila Blvd, Suite 133*	*Kapolei*	*Hawaii*	*96706*	*(808) 698-6400*	*1*
Nicholas	*Magnusson*	*903 E. Winding Creek Drive, Suite 150*	*Eagle*	*Idaho*	*83616*	*(208) 947-4045*	*2*
Sakina	*Hyder*	*4089 W. Algonquin Road*	*Algonquin*	*Illinois*	*60102*	*(630) 566-4095*	*1*
Canan	*Fairhurst*	*484 West Boughton Road, Suite B*	*Bolingbrook*	*Illinois*	*60440*	*(630) 296-0942*	*2*

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Katey	*Brattland*	*5020 N. Ashland Ave.*	*Chicago*	*Illinois*	*60640*	*(872) 298-4424*	*1*
Jacqueline	*Vanderbilt*	*1807 North Harlem Avenue*	*Chicago*	*Illinois*	*60707*	*(708) 477-3033*	*1*
Jonathan	*Wishnick*	*1165 N. Clark Street Suite #410*	*Chicago*	*Illinois*	*60610*	*(312) 867-7110*	*3*
Ali	*Rizvi*	*415 East State St., Unit A*	*Geneva*	*Illinois*	*60134*	*(331) 248-6116*	*1*
James	*Reed*	*2720 North Center Street*	*Maryville*	*Illinois*	*62062*	*(618) 262-0112*	*1*
Lawrence	*Moore*	*1280 Iroquois Avenue, Suite 310*	*Naperville*	*Illinois*	*60563*	*(331) 281-0728*	*2*
Daniel	*Knipschield*	*129 Phelps Avenue Building 10, Suite 1008*	*Rockford*	*Illinois*	*61108*	*(815) 395-8790*	*1*
Najeeb	*Khan*	*1328 N. Roselle Road*	*Schaumburg*	*Illinois*	*60195*	*(847) 969-5041*	*1*
Mike	*Stuckert*	*405 North Main Street, Suite B*	*Crown Point*	*Indiana*	*46307*	*(219) 662-2999*	*2*
Heart In Home, Inc.		*820 Mill Lake Road*	*Fort Wayne*	*Indiana*	*46845*	*(260) 633-2005*	*5*
Brian	*Jones*	*6845 Parkdale Place, Ste C*	*Indianapolis*	*Indiana*	*46254*	*(317) 927-7700*	*1*
Nancy	*Galloway*	*2783 Charlestown Road*	*New Albany*	*Indiana*	*47150*	*(812) 590-4817*	*1*
Bree	*Hill*	*753 E. Water Street*	*Pendleton*	*Indiana*	*46064*	*(317) 462-2505*	*2*
David	*Foreman*	*1288 Stitt Street*	*Wabash*	*Indiana*	*46992*	*(574) 992-8012*	*2*
Jeff	*Raines*	*2951 86th St.*	*Urbandale*	*Iowa*	*50322*	*(515) 251-7444*	*2*
Rohan	*Parikh*	*1410 Kasold Drive, Suite A4*	*Lawrence*	*Kansas*	*66049*	*(785) 727-7978*	*1*
Jeffrey	*Rigler*	*7203 W. 110th Street*	*Overland Park*	*Kansas*	*66210*	*(913) 851-4800*	*1*
Jeremy	*Mays*	*73 Cavalier Blvd. Suite #127*	*Florence*	*Kentucky*	*41042*	*(859) 283-5500*	*1*
Kyle	*Rhone*	*809 Country Club Lane, Suite D*	*Hopkinsville*	*Kentucky*	*42240*	*(270) 707-2273*	*1*
Gabriel	*Huffman*	*3070 Harrodsburg Road Suite #240*	*Lexington*	*Kentucky*	*40503*	*(859) 296-2525*	*1*
Nancy	*Galloway*	*1902 Campus Place, Suite 9*	*Louisville*	*Kentucky*	*40299*	*(502) 690-2648*	*2*
Arkansas Elder Outreach of Little Rock, Inc.		*1025 Coolidge St.*	*Lafayette*	*Louisiana*	*70503*	*(337) 269-5030*	*1*
Gail	*Wilson*	*1640 Hickory Avenue*	*Harahan*	*Louisiana*	*70123*	*(504) 275-4272*	*1*
Jason	*Long*	*2023 Emmorton Road, Suite B*	*Bel Air*	*Maryland*	*21025*	*(410) 879-2137*	*1*
Irene	*Karime-Kanyingi*	*2191 Defense Highway, Suite 106*	*Crofton*	*Maryland*	*24114*	*(240) 744-0704*	*1*

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Kevin	*Bodas-Turner*	*9375 Chesapeake Street, Suite 103*	*La Plata*	*Maryland*	*20646*	*(240) 696-2300*	*1*
Jeffery	*Clay*	*12164 Central Avenue, Suite 219*	*Mitchellvile*	*Maryland*	*20721*	*(301) 778-0401*	*1*
Temidayo	*Akinselure*	*15717 Crabbs Branch Way Suite 226*	*Rockville*	*Maryland*	*20855*	*(301) 590-1234*	*1*
Patrick	*Sullivan*	*1313 York Road*	*Timonium*	*Maryland*	*21093*	*(410) 453-6172*	*2*
Karen	*Munguia*	*207 Washington Heights Med Center*	*Westminster*	*Maryland*	*21157*	*(240) 915-8020*	*1*
Miles	*Mulman*	*153 Andover Street, Suite #203*	*Danvers*	*Massachusetts*	*01923*	*(978) 705-4800*	*6*
Ama	*Ambaah*	*881 South Street, Unit 2*	*Fitchburg*	*Massachusetts*	*01420*	*(978) 875-6222*	*1*
Sravanthi	*Sareddy*	*160 South Main Street, 2nd Floor*	*Milford*	*Massachusetts*	*07157*	*(508) 902-9786*	*1*
Taylor	*Glor*	*222 N. Main St., Suite #5*	*Natick*	*Massachusetts*	*01760*	*(508) 545-1694*	*1*
Mark	*Friedman*	*17 Lincoln St., Suite 2A2*	*Newton*	*Massachusetts*	*02461*	*(617) 500-6999*	*4*
Brian	*Eller*	*66 Tadmuck Road, Suite 2*	*Westford*	*Massachusetts*	*01886*	*(978) 467-4300*	*1*
Rosca	*Sasu*	*405 Grove St., Suite 303*	*Worcester*	*Massachusetts*	*01605*	*(508) 425-4909*	*1*
Faye	*Molitor*	*2020 Hogback Road, Suite 9*	*Ann Arbor*	*Michigan*	*48105*	*(734) 927-3111*	*1*
Denise	*Bellinger*	*30701 W 10 Mile, Suite 300*	*Farmington Hills*	*Michigan*	*48336*	*(248) 865-1000*	*2*
Joseph	*Gugino*	*4403 Cascade Road SE, Suite 5*	*Grand Rapids*	*Michigan*	*49546*	*(616) 367-5461*	*1*
Rand	*Hewitt*	*69289 Main Street*	*Richmond*	*Michigan*	*48062*	*(586) 430-1015*	*1*
Corey	*Johnson*	*1400 131st Avenue NE, Unit A*	*Blaine*	*Minnesota*	*55449*	*(763) 355-6453*	*1*
Paul	*Barthol*	*1221 West Lake Street, Suite 108*	*Minneapolis*	*Minnesota*	*55408*	*(651) 414-9131*	*3*
Kaitlin	*McDaniel*	*2415 Annapolis Ln N., Suite 100*	*Plymouth*	*Minnesota*	*55441*	*(952) 395-3443*	*1*
Stephen	*Smela*	*3977 County Rd. 42*	*Savage*	*Minnesota*	*55378*	*(952) 892-8403*	*1*
Patrick	*Reardon*	*6750 Stillwater Blvd N., Suite 4*	*Stillwater*	*Minnesota*	*55082*	*(651) 571-2225*	*1*
Kevin	*Weldon*	*118 Fairfield Drive*	*Hattiesburg*	*Mississippi*	*39402*	*(601) 909-0409*	*2*
Jennifer	*Anderson*	*1080 Goodman Road*	*Southhaven*	*Mississippi*	*38671*	*(662) 655-0088*	*1*

Franchisee Name		Street Address	City	State	Zip Code	Phone	# of Units
Melissa	Moran	851 NW 45th Street Suite #207	Gladstone	Missouri	64116	(816) 455-9300	1
Lisa	Egan	504 SW 3rd Street, Suite D	Lee's Summit	Missouri	64063	(816) 272-5741	1
Lisa	Brinley	12300 Old Tesson Rd., Suite #200-A	St. Louis	Missouri	63128	(314)722-4303	2
Eugene	Davis	31-B Allen Avenue Suite # 160	Webster Groves	Missouri	63119	(314) 968-2273	2
Alyssa	Wesemann-Bartels	3801 Union Drive, Suite 204	Lincoln	Nebraska	68516	(402) 205-1030	1
Steven	Kunzler	5560 S. Ft. Apache, #110	Las Vegas	Nevada	89148	(702) 802-4511	2
Linda	Evans	5892 Losee Road, #137	North Las Vegas	Nevada	89081	(702) 874-4848	1
Jocelyn	Ipsen	5458 Longley Lane, Suite B	Reno	Nevada	89511	(775) 828-1800	1
Dwight & Gayle	Davis	62 Portsmouth Ave., Suite 4	Stratham	New Hampshire	03885	(603) 583-4580	2
Wayne	Sarrow	214 Main Street 2nd Floor	Madison	New Jersey	07940	(973) 360-1500	1
Tony	Szatkowski	351 Rt. 9	Manalapan	New Jersey	07726	(732) 866-4488	2
Kevin	Herman	171 Route 70 East, Suite 14	Marlton	New Jersey	08053	(856) 216-1920	5
Alicia	Perez	7915 Kennedy Blvd.	North Bergen	New Jersey	07047	(551) 236-4344	1
Ken	Nicholas	22 Madison Ave., Suite 305	Paramus	New Jersey	07652	(201) 968-5777	3
Amit	Airen	764 Easton Avenue, Suite #8	Somerset	New Jersey	08873	(732) 993-6991	1
Jamie	Farina	547 Union Blvd.	Totowa	New Jersey	07512	(973) 362-0130	1
Paulette	Stewart	960 Pleasant Valley Way, Suite 2	West Orange	New Jersey	07052	(973) 561-0888	1
Conrad	Pereira	2010 Wyoming Blvd, Suite A	Albuquerque	New Mexico	87112	(505) 234-1525	1
Michael	Gelman	383 South Riverside Ave	Croton-on-Hudson	New York	10520	(914) 588-9588	1
Julia	Bolt	21-17 Ditmars Blvd., 2nd Floor	Astoria	New York	11105	(917) 423-2777	2
Jim	Sorge	4764 North French Road	East Amherst	New York	14051	(716) 815-3174	1
David	Canfield	115 Newbridge Road	Hicksville	New York	11801	(516) 750-0035	5
Rigoberto	Villalvir	12-18 Queens Blvd.	Kew Gardens	New York	11415	(347) 798-1477	2
Glen	Galka	65 Broadway, Suite 1700	New York	New York	10006	(646) 214-2086	4
Jeff	Sencer	83 S. Bedford Road, Suite 101	Mount Kisco	New York	10549	(914) 539-7575	3
Kingsley	Barnie	2080 West Ridge Road, Suite 2	Rochester	New York	14626	(585) 837-2137	1
Brian	Cohen	1100 Jefferson Road, Suite 21	Rochester	New York	14623	(585)895-7600	1
Gayle	Lindroth	35 Manor Road Suite 104	Smithtown	New York	11787	(631) 979-5540	1

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Joanne	*Taylor*	*1 Elm Street, Suite 2C*	*Tuckahoe*	*New York*	*10707*	*(914) 703-4844*	*1*
Daniel	*Pickus*	*1550 Hendersonville Road, Unit 110*	*Asheville*	*North Carolina*	*28803*	*(828) 401-1234*	*1*
Ryan	*Murray*	*216 Ashville Ave., Suite 30*	*Cary*	*North Carolina*	*27518*	*(984) 299-6590*	*1*
Erik	*Drotleff*	*635 Cox Rd., Suite F*	*Gastonia*	*North Carolina*	*28054*	*(704) 251-7445*	*1*
Robert	*Saunders*	*1721 N. Main Street, Suite 102*	*High Point*	*North Carolina*	*27265*	*(336) 307-3146*	*1*
John	*Dullaghan*	*4928 Linksland Drive, Suite 225*	*Holly Springs*	*North Carolina*	*27540*	*(919) 694-0878*	*1*
Supriya	*Kulkarni*	*1310 Wesly Chapel Road, Suite B*	*Indian Trail*	*North Carolina*	*28079*	*(980) 819-1554*	*1*
Jimmie	*Bellamy*	*905 McKnight Drive, Suite C*	*Knightdale*	*North Carolina*	*27545*	*(919) 241-8040*	*1*
Jay	*Scripter*	*331 Alcove Road, Suite 200*	*Mooresville*	*North Carolina*	*28117*	*(704) 461-2400*	*3*
Jalin	*Moore*	*1933 Jake Alexander Blvd. W., Suite 103*	*Salisbury*	*North Carolina*	*28147*	*(80) 866-3188*	*1*
Thurman	*Godwin*	*2311 S. 17th St.*	*Wilmington*	*North Carolina*	*28401*	*(910) 251-8741*	*2*
Tanya	*Ferber*	*4120 53rd Avenue South*	*Fargo*	*North Dakota*	*58103*	*(701) 809-7301*	*1*
Larry	*Mason*	*450 White Pond Drive, Suite 200*	*Akron*	*Ohio*	*44320*	*(330) 835-9671*	*1*
Lynn	*Jones*	*10 S. Chillicothe Road*	*Aurora*	*Ohio*	*44202*	*(330) 422-8833*	*1*
John	*Koflowitch*	*7045 Corporate Way, Suite A*	*Dayton*	*Ohio*	*45459*	*(937) 424-2280*	*2*
Devin	*Schaffer*	*1667 Gateway Circle, Suite 1675*	*Grove City*	*Ohio*	*43123*	*(380) 979-1340*	*1*
Brett	*Goodson*	*7370 Kingsgate Way, Suite D*	*West Chester*	*Ohio*	*45069*	*(513) 755-1127*	*2*
Jerry	*Aubel*	*29160 Center Ridge Road, Suite F*	*Westlake*	*Ohio*	*44145*	*(440) 435-7777*	*1*
Reid	*Patrick*	*1406 Terrace Drive*	*Tulsa*	*Oklahoma*	*74104*	*(918) 215-4039*	*2*
Laurie	*Stansbury*	*10605 N. May Ave.*	*Oklahoma City*	*Oklahoma*	*73120*	*(405) 608-4339*	*2*
Bryce	*Elliott*	*339 SW Century Drive, Suite 101*	*Bend*	*Oregon*	*97702*	*(541) 668-9055*	*1*
Norm	*Harris*	*23 SE 103rd Avenue, Suite 75*	*Portland*	*Oregon*	*97216*	*(503) 257-7787*	*1*
James	*Reynolds*	*2659 Commercial St. SE, Suite 270*	*Salem*	*Oregon*	*97302*	*(503) 990-7112*	*1*
Denise	*Graham*	*18863 SW Martinazzi Avenue*	*Taulatin*	*Oregon*	*97062*	*(503) 892-1189*	*2*
Carly	*Keck*	*2814 Walbert Avenue*	*Allentown*	*Pennsylvania*	*18104*	*(610) 770-2036*	*2*
Jon	*Kosor*	*100 Broughton Road, Suite B*	*Bethel Park*	*Pennsylvania*	*15102*	*(412) 851-3223*	*1*

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Nicholas	*Lattari*	*7900 Old York Rd, Ste 114-B, Elkins Park House*	*Elkins Park*	*Pennsylvania*	*19027*	*(215)782-8500*	*2*
Rebekah	*Terry*	*1060 South State Street, Suite E*	*Ephrata*	*Pennsylvania*	*17522*	*(717) 738-0588*	*1*
John	*Cabrey*	*573 Yoder Road, Suite 2*	*Harleysville*	*Pennsylvania*	*19438*	*(215) 699-5400*	*1*
Kevin	*Herman*	*2406 Hirst Terrace*	*Havertown*	*Pennsylvania*	*19083*	*(610) 789-4700*	*4*
Nicole	*Wasel*	*6201 Steubenville Pike, Suite 100*	*McKees Rocks*	*Pennsylvania*	*15136*	*(412) 240-3699*	*1*
Tim	*Beckes*	*638 4th Avenue*	*New Kensington*	*Pennsylvania*	*15068*	*(878) 847-5301*	*2*
Darlene	*Murphy*	*Chestnut Hill Towers, 7600 Stenton Ave, Ste 1B*	*Philadelphia*	*Pennsylvania*	*19118*	*(215) 242-2221*	*1*
Pat	*Cary*	*820 Fox Chase Road, Second Floor*	*Rockledge*	*Pennsylvania*	*19046*	*(267) 277-7802*	*1*
Glenn	*Herman*	*820 Township Line Road Suite #L-130*	*Yardley*	*Pennsylvania*	*19067*	*(215) 579-2755*	*1*
Scott	*Gerson*	*1541 E. Market Street*	*York*	*Pennsylvania*	*17403*	*(717) 920-0707*	*5*
Cody	*Johnson*	*840 N. Park Road, Suite 105*	*Wyomissing*	*Pennsylvania*	*19610*	*(484) 890-8569*	*1*
Sravanthi	*Sareddy*	*235 Promenade St., Suite 420*	*Providence*	*Rhode Island*	*02908*	*(401) 825-7200*	*1*
Virginia	*Ricketts*	*4122 Clemson Blvd., Suite 3-G*	*Anderson*	*South Carolina*	*29621*	*(864) 844-9151*	*1*
Stephen	*Kowalke*	*114 Williams St., Suite B*	*Greenville*	*South Carolina*	*29601*	*(864) 757-9862*	*2*
Susan	*Collins*	*114 Haygood Street, Suite A*	*Lexington*	*South Carolina*	*29072*	*(803) 399-0639*	*1*
David	*Nabors*	*132 Maxwell Avenue*	*Greenwood*	*South Carolina*	*29646*	*(864) 538-0155*	*1*
Amy	*Petersen-Smith*	*359 Wando Place Drive, Suite B*	*Mt. Pleasant*	*South Carolina*	*29464*	*(843) 628-3486*	*3*
Scott	*Wellinger*	*2050 Old Bailey Road, Suite 2-3*	*Ridgeland*	*South Carolina*	*29936*	*(843) 815-3333*	*1*
Edward	*Largen*	*1317 Ebenezer Road, Suite 103*	*Rock Hill*	*South Carolina*	*29732*	*(803) 329-4357*	*1*
Brock	*Scott*	*1000 North Pine Street, Suite 24*	*Spartanburg*	*South Carolina*	*29303*	*(864) 642-2556*	*1*
Matthew Stephen Doug	*Miller Ferrari Weaver*	*109 Holiday Court, Suite D1*	*Franklin*	*Tennessee*	*37067*	*(615) 591-7007*	*4*
James	*Marter*	*7700 Poplar Avenue, Suite 200*	*Germantown*	*Tennessee*	*38138*	*(901) 753-7520*	*2*
Christopher	*Stone*	*1645 Downtown West Blvd, Suite 38*	*Knoxville*	*Tennessee*	*37919*	*(865) 293-5900*	*3*
John	*Stephens*	*4820 Little Road*	*Arlington*	*Texas*	*76017*	*(817) 803-6459*	*1*
Laurel	*Griggs*	*4001 E. 29th St., Suite 185*	*Bryan*	*Texas*	*77802*	*(979) 314-9771*	*2*

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Scott	*Archer*	*2075 FM 2673, Suite E*	*Canyon Lake*	*Texas*	*78133*	*(210) 660-3634*	*1*
Kristin	*Brown*	*12700 Hillcrest Road, Suite 142*	*Dallas*	*Texas*	*75230*	*(214) 228-3416*	*1*
David	*Chan*	*11106 Bammel N. Houston Road, Suite A*	*Houston*	*Texas*	*77066*	*(281) 919-1876*	*2*
Fatema	*Ebrahim*	*14745 Memorial Drive*	*Houston*	*Texas*	*77079*	*(346) 771-5680*	*1*
Chelsea	*Wilson*	*1919 North Loop West, Suite 443*	*Houston*	*Texas*	*77008*	*(832) 900-5194*	*2*
Purushottam	*Naktode*	*2912 N. MacArthur Blvd., Suite 105*	*Irving*	*Texas*	*75062*	*(972) 999-0004*	*1*
Faith	*Brockers*	*1100 Gulf Freeway South, Suite 110*	*League City*	*Texas*	*77573*	*(281) 316-6006*	*1*
Yvonne	*Adeuga*	*2001 Auburn Hills Pkwy, #903*	*McKinney*	*Texas*	*75071*	*(469) 907-5600*	*1*
Muhammed	*Shahnawaz*	*1350 E. Arapaho Road*	*Richardson*	*Texas*	*75081*	*(214) 361-7943*	*2*
Hiral	*Parikh*	*1201 Sam Bass Road*	*Round Rock*	*Texas*	*78681*	*(512) 388-4357*	*2*
Joanna	*Araiza*	*4702 Rowlett Road, Suite 100*	*Rowlett*	*Texas*	*75088*	*(214) 712-4890*	*1*
Terri	*Hooper*	*4837 Fredricksburg Road, Bldg D*	*San Antonio*	*Texas*	*78229*	*(210) 810-3535*	*3*
Abel	*Anaya*	*1723 E Southlake Blvd., Suite 140*	*Southlake*	*Texas*	*76092*	*(916) 257-7383*	*1*
Ryan	*Bradshaw*	*4907 Sandhill Drive, Suite F*	*Sugar Land*	*Texas*	*77479*	*(346) 626-3661*	*1*
Wendy	*McHaney*	*101 West Goodwin Avenue, Suite 810*	*Victoria*	*Texas*	*77901*	*(361) 894-8901*	*1*
Jaschica	*Shelley*	*2801 N. Highway 77, Suite 210*	*Waxahachie*	*Texas*	*75165*	*(469) 570-6510*	*1*
Brett	*Sandall*	*460 N. University Ave.*	*Provo*	*Utah*	*84601*	*(385) 300-0660*	*1*
Andrew	*Egbert*	*2019 East Riverside Dr., Suite A102*	*St. George*	*Utah*	*84790*	*(435) 627-2155*	*1*
Ira	*Crawford*	*1177 S. Main Street, Suite B*	*Smithfield*	*Utah*	*84335*	*(435) 363-0070*	*1*
Alisha	*Crawford*	*920 Chambers St., Suite 17*	*South Ogden*	*Utah*	*84403*	*(801) 300-2238*	*1*
Seth	*Wilson*	*568 Cummings Street, Suite 7*	*Abingdon*	*Virginia*	*24210*	*(276) 821-2451*	*1*
Humaira	*Arzomand*	*7910 Andrus Road, Suite 16*	*Alexandria*	*Virginia*	*22306*	*(571) 457-4894*	*1*
Fred	*Haar*	*3040 Berkmar Drive, Suite B*	*Charlottesville*	*Virginia*	*22901*	*(866) 584-7011*	*1*
Tamela	*Fletcher*	*8318 Arlington Blvd., Suite 102*	*Fairfax*	*Virginia*	*22031*	*(703) 940-1515*	*2*
Alyssa	*Valentine*	*9165 Atlee Road*	*Mechanicsville*	*Virginia*	*23116*	*(804) 277-2780*	*3*

Franchisee Name		*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Derrick	*Jones*	*85 Mine Road, Suite 103*	*Stafford*	*Virginia*	*22554*	*(540) 572-3070*	*1*
Angela	*Morales*	*2933 Virginia Beach Blvd.*	*Virginia Beach*	*Virginia*	*23452*	*(757)309-2538*	*1*
Oyin	*Lawal*	*583 Frost Avenue*	*Warrenton*	*Virginia*	*20186*	*(826) 212-0656*	*1*
Bethlehem	*Tilahun*	*2200 Optiz Blvd., Suite 105B*	*Woodbridge*	*Virginia*	*22191*	*(571) 343-5907*	*1*
Pete	*Jelinek*	*1101 Harvey Road NE, Unit 101*	*Auburn*	*Washington*	*98002*	*(425) 656-8811*	*2*
Harman	*Kaur*	*32717 1st Avenue S, Suite 7*	*Federal Way*	*Washington*	*98003*	*(253) 444-3080*	*1*
Mandy	*McCollum*	*825 N. Edison, Suite #140*	*Kennewick*	*Washington*	*99336*	*(509) 578-5784*	*1*
Melissa	*Brown*	*5202 100th Street SW, Suite 102*	*Lakewood*	*Washington*	*98499*	*(253) 507-4700*	*1*
Alex	*Ketter*	*403 Black Hills Lane, Unit A*	*Olympia*	*Washington*	*98502*	*(360) 742-5300*	*1*
Jack	*Eastman*	*104 S. Freya Street, Suite 114*	*Spokane*	*Washington*	*99202-4868*	*(509) 922-4333*	*1*
Norm	*Harris*	*201 SE 124th Avenue, Suite 101*	*Vancouver*	*Washington*	*98683*	*(360) 836-0499*	*1*
Justin	*Cartmill*	*34 Riverwalk Plaza*	*South Charleston*	*West Virginia*	*25303*	*(304) 913-8835*	*1*
Joel	*Henning*	*2501 S. Onieda St., Suite B*	*Appleton*	*Wisconsin*	*54915*	*(920)749-9700*	*3*
Stephanie	*Julseth*	*3815 North Brookfield Road, Suite F104*	*Brookfield*	*Wisconsin*	*53045*	*(262) 235-2360*	*1*
Ivan	*Payes*	*4726 East Towne Blvd., Suite 120*	*Madison*	*Wisconsin*	*53704*	*(608) 729-5365*	*5*
Josh	*Walters*	*N95W18419 County Line Road*	*Menomonee Falls*	*Wisconsin*	*53051*	*(262) 799-5931*	*1*
Sara	*Atwood*	*1280 Brown Street, Sutie G*	*Oconomowoc*	*Wisconsin*	*53066*	*(262) 746-8052*	*1*
Sara	*Kregel*	*710 Eastern Avenue, Suite 2*	*Plymouth*	*Wisconsin*	*53073*	*(920) 400-1336*	*1*
Mansi	*Pathak*	*10950 W. Capital Drive*	*Wauwatosa*	*Wisconsin*	*53222*	*(414) 310-4114*	*1*
Gil	*Atanasoff*	*1603 Capitol Avenue, Suite 411E*	*Cheyenne*	*Wyoming*	*82001*	*(970) 658-8228*	*1*

LIST OF FRANCHISEES WHO HAD SIGNED FRANCHISE AGREEMENTS BUT WERE NOT OPEN AS OF DECEMBER 31, 2025

Franchisee Name	*Street Address*	*City*	*State*	*Zip Code*	*Phone*	*# of Units*
Jessica Miller	2691 Pelham Parkway, Suite B	Pelham	AL	35124	(205) 837-7703	1
Carlos Alvarez	13445 West Copperleaf Lane	Peoria	AZ	85383	(480) 221-9500	1

Philip Lippincott	61 John Street	San Francisco	CA	94133	(214) 235-9079	1
Stephanie Muckey	423 East Citrus Avenue	Redlands	CA	92374	(808) 629-9791	1
Erika Armstrong	25587 Red Cloud Drive	Conifer	CO	80433	(720) 250-6265	1
Rick Busse	4731 Rincon Place	Colorado Springs	CO	80918	(719) 505-6549	1
Michael Grant	4 Daden Lane	West Sunsbury	CT	06092	(860) 869-7251	1
Wallace Etienne	3521 North Pine Island	Sunrise	FL	33351	(954) 594-5032	1
Teresita Garcia	6039 Collins Avenue	Miami Beach	FL	33140	(917) 698-7847	1
Sanjay Patel	15913 NW 123rd Avenue	Alachua	FL	32615	(630) 854-8506	1
Shalini Patel	250 High Street, Apt. 363	Atlanta	GA	30346	(407) 928-2943	1
Trey Lownthal	44 Pleasant Street	Charlestown	MA	02129	(504) 231-2989	1
Victoria Taiwo	11604 Brigit Court	Bowie	MD	20720	(678) 480-5216	1
Jim Thomasson	1460 Ritchie Highway, Suite 110	Arnold	MD	21012	(443) 871-1526	1
John Frutiger	4175 Parkway Place, Suite B	Grandville	MI	49418	(616) 244-9418	1
Leslie Leonard	105 Dunton Hill Lane	Clinton	MS	39056	(601) 642-7504	1
Ben Rogers	237 Deep Creek	Pittsboro	NC	27312	(919) 622-5300	1
Julie Reitz	9985 Peaceful Peaks Avenue	Las Vegas	NV	89166	(702) 768-3672	1
Milan Patel	65 Broadway, Suite 1700	New York	NY	10006	(646) 214-2086	2
Shannon Feick	4121 33rd Avenue	Cincinnati	OH	45209	(513) 260-7687	1
Ryan Russ	114 Thompson Drive	Norman	OK	73069	(405) 310-0036	1
Joseph Cate	622 Northview Drive	Kodak	TN	37764	(865) 805-7138	1
Jincy John	6753 Parker Creek Place	Frisco	TX	75034	(610) 931-3008	1
Rizvan Quadri	8751 State Highway 6 South, Suite K	Houston	TX	77083	(832) 485-0081	1
Gavin Scott	4621 Oak Trail	Dallas	TX	75232	(302) 345-9635	1
Jay Singla	751 Liner Lane	Rockwall	TX	75087	(318) 348-8709	1
Alvin Newman	1464 Mt. Pleasant Road	Chesapeake	VA	23322	(757) 343-1898	1
Anne Matthiesen	10030 Richmond Avenue NW	Seattle	WA	98177	(425) 326-2915	1

Anusha Nayak	13624 Highway 99, Unit B3	Lynnwood	WA	98087	(425) 207-5757	1

EXHIBIT E

LIST OF FORMER FRANCHISEES
(As of December 31, 2025)

FRANCHISEE	ADDRESS	PHONE	UNITS	EVENT
Timothy Palenkas	1645 Downtown West Blvd, Suite 38, Knoxville, TN 37919	(865) 293-5900	3	Transfer
Isai Shenker	764 Easton Avenue, Suite 8, Somerset, NJ 08873	(908) 578-0403	1	Transfer
Michael Schwartz	415 East State Street, Unit A, Geneva, IL 60134	(630) 605-5207	1	Transfer
Courtney Bohman	114 Williams Street, Suite B, Greenville, SC 29601	(404) 387-0123	1	Transfer
Eddie Taylor	5405 Stockdale Highway, Suite 207, Bakersfield, CA 93309	(619) 886-7461	1	Termination
Abelardo Tous-Mulkay	5190 NW 167 St., Unit 215, Miami, FL 33014	(954) 398-4242	1	Termination
Mona Agarwal	468 Pennsfield Place, Suite 204, Thousand Oaks, CA 91360	(310) 801-2953	1	Termination – Continues to Operate Another Unit
Brett Bringhurst	1935 East Vine Street, Suite 170, Murray, UT 84121	(801) 573-2411	1	Termination
John Skelton	600 E. Baseline Road, Tempe, AZ 85283	(602) 315-3954	1	Transfer
Hal Zerman	700 Canal Street, Stamford, CT 06902	(914) 953-5020	1	Transfer
Steven Kowalke	1317 Ebenezer Road, Suite 103, Rock Hill, SC 29732	(803) 329-4357	1	Transfer-Continues to Operate Other Units
Tiffany Murphy	104 S. Freya Street Orange Bldg., Suite 114, Spokane, WA 99202-4868	(509) 251-0961	1	Transfer
Muhammed Shahnawaz	1350 E. Arapaho Road, Suite 220, Richardson, TX 75081	(469) 900-7353	1	Termination – Continues to Operate Other Units
Annette Wellington	2424 W. Oakland Park Blvd., Suite 101, Oakland Park, FL 33311	(954) 607-0337	1	Termination-Continues to Operate Another Unit
Viral Shah	833 E. Arapaho Road, Suite 109, Richardson, TX 75081	(340) 513-8897	1	Termination-Never Opened
Shweta Gupta	8868 John Hickman Parkway, Suite 804, Frisco, TX 75034	(979) 739-4357	1	Termination
Mary Jackson	9009 S. Memorial Parkway, Suite C, Huntsville, AL 35802	(256) 457-9603	1	Transfer
Erik Schmidt	1649 North Buffalo Road, Buffalo Grove, IL 60089	(847) 533-0488	1	Termination
Daryl Arcinas	2112 Wilshire Blvd., Santa Monica, CA 90403	(424) 209-8710	1	Termination
Irene Huba	129 Phelps Avenue, Bldg 10, Suite 1008, Rockford, IL 61108	(815) 997-2767	1	Transfer

Adissa Barry	7830 Brink Road, Gaithersburg, MD 20882	(301) 370-1153	1	Termination-Never Opened
Kean Dillon	635 Park Meadow Road, Westerville, OH 43081	(614) 735-4566	1	Termination

EXHIBIT F

FINANCIAL STATEMENTS

SH FRANCHISING, LLC

FINANCIAL STATEMENTS

December 31, 2025 (Successor) and 2024 (Predecessor)

SH FRANCHISING, LLC

FINANCIAL STATEMENTS
December 31, 2025 (Successor) and 2024 (Predecessor)

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Directors
SH Franchising, LLC
Towson, Maryland

Opinion

We have audited the financial statements of SH Franchising, LLC (the Successor), which comprise the balance sheet as of December 31, 2025, and the related statements of operations, member's equity, and cash flows for the year then ended (Successor Period), and the related notes to the financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Successor as of December 31, 2025, and the results of its operations and its cash flows for the Successor Period, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The financial statements of SH Franchising LLC's for the period ended December 31, 2024, were audited by other auditors, who expressed an unmodified opinion on those statements on April 22, 2025.

Responsibilities of Management for the Financial Statements

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

(Continued)

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Crowe LLP

Indianapolis, Indiana
April 28, 2026

SH FRANCHISING, LLC
BALANCE SHEETS
December 31, 2025 (Successor) and 2024 (Successor)

	2025	2024
ASSETS		
Current assets		
Cash and cash equivalents	$ 4,483,898	$ 6,436,334
Accounts receivable, net	1,938,067	1,427,867
Prepaid and other current assets	2,283,580	1,550,444
Current portion of notes receivable	147,989	155,535
Total current assets	8,853,534	9,570,180
Property and equipment, net	561,624	757,036
Deferred franchise fee costs	989,899	519,347
Note receivable, net of current portion	107,100	58,387
Related-party receivables	2,131,620	1,340,353
Operating lease right-of-use assets	624,400	927,669
Goodwill, net	68,381,524	76,670,194
Intangible assets, net	111,156,604	115,834,672
Total assets	$ 192,806,305	$ 205,677,838
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities		
Accounts payable	$ 692,080	$ 622,252
Accrued payroll	1,957,110	1,766,680
Accrued expenses	88,052	88,275
Current portion of deferred revenue	660,460	291,693
Current portion of operating lease liabilities	343,325	378,419
Current portion of long-term debt	400,000	-
Total current liabilities	4,141,027	3,147,319
Long-term liabilities		
Long-term debt, net of current portion	1,300,000	-
Deferred revenue, net of current portion	3,135,991	2,938,804
Operating lease liabilities, net of current portion	405,746	720,360
Total long-term liabilities	4,841,737	3,659,164
Total liabilities	8,982,764	6,806,483
Member's equity		
Member's capital	187,680,055	200,256,778
Accumulated deficit	(3,856,514)	(1,385,423)
Total member's equity	183,823,541	198,871,355
Total liabilities and member's equity	$ 192,806,305	$ 205,677,838

See notes to financial statements.

SH FRANCHISING, LLC
STATEMENTS OF OPERATIONS
Year ended December 31, 2025 (Successor) and Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor)

	(Successor)		(Predecessor)
	Year Ended December 31, 2025	Period from March 20, 2024 to December 31 2024	Period from January 1, 2024 to March 19 2024
Revenue			
Royalties	$ 29,278,640	$ 19,724,870	$ 5,070,004
General marketing fund fees	6,554,337	4,005,421	1,008,098
Franchise sales fees	2,255,796	1,786,945	125,326
Other	2,332,497	1,250,522	317,930
Total revenue, net	40,421,270	26,767,758	6,521,358
Operating costs and expenses			
Cost of service expenses	3,182,387	1,539,573	424,483
Marketing expenses	6,804,987	4,161,958	1,008,702
Salaries and wages	10,005,617	6,605,665	1,564,515
General and administrative expenses	4,798,415	2,890,748	329,925
Stock-based compensation expense	538,606	1,033,055	-
Depreciation and amortization	15,762,156	11,855,729	3,743,662
Acquisition-related expenses	118,864	1,208,783	-
Total operating costs and expenses	41,211,032	29,295,511	7,071,287
Operating loss	(789,762)	(2,527,753)	(549,929)
Other income (expense)			
Management fees	(440,000)	-	0
Interest expense	-	-	(604,360)
Other expense	(311,522)	-	-
Other income	103,248	109,275	14,232
Nonoperating income (loss)	(648,274)	109,275	(590,128)
Net loss	$ (1,438,036)	$ (2,418,478)	$ (1,140,057)

See notes to financial statements.

SH FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY
Year ended December 31, 2025 (Successor) and Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor)

	Members' Capital	Members' Equity Accumulated (Deficit)	Total
(Predecessor)			
Balance, January 1, 2024	$ 105,641,086	$ (24,909,308)	$ 80,731,778
Net loss	-	(1,140,057)	(1,140,057)
Balance, March 19, 2024	$ 105,641,086	$ (26,049,365)	$ 79,591,721
(Successor)			
Recapitalization, March 20, 2024	$ 206,096,119	$ -	$ 206,096,119
Stock-based compensation	1,033,055	-	1,033,055
Distributions	(5,839,341)	-	(5,839,341)
Net loss	-	(2,418,478)	(2,418,478)
Balance, January 1, 2025	201,289,833	(2,418,478)	198,871,355
Stock-based compensation	538,606	-	538,606
Distributions	(14,148,384)	-	(14,148,384)
Net loss	-	(1,438,036)	(1,438,036)
Balance, December 31, 2025	$ 187,680,055	$ (3,856,514)	$ 183,823,541

See notes to financial statements.

SH FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
Year ended December 31, 2025 (Successor) and Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor)

	(Successor)		(Predecessor)
	Year Ended December 31, 2025	Period from March 20, 2024 to December 31 2024	Period from January 1, 2024 to March 19 2024
Cash flows from operating activities			
Net loss	$ (1,438,036)	$ (2,418,478)	$ (1,140,057)
Adjustments to reconcile net loss to net cash provided by Operating activities			
Depreciation and amortization	15,762,156	11,855,729	3,743,662
Stock-based compensation	538,606	1,033,055	-
Loss on forgiveness of notes receivable	-	-	102,973
Noncash rent expense, operating lease right-of-use assets	303,269	240,841	82,306
Change in			
Accounts receivable	(451,567)	788,691	(853,295)
Prepaid and other assets	(733,136)	94,989	(560,343)
Sales of franchise rights	-	1,641,387	404,250
Deferred franchise fee costs	(470,552)	(519,347)	(171,496)
Related-party receivables	(791,267)	(1,340,353)	1,464,935
Accounts payable, accrued payroll, and accrued expenses	260,035	1,325,553	(768,454)
Deferred revenue	565,954	(1,880,185)	(274,460)
Operating lease liability	(349,708)	(270,317)	(89,772)
Net cash provided by operating activities	13,195,754	10,551,565	1,940,249
Cash flows from investing activities			
Purchases of property and equipment	(43,947)	(203,125)	(53,316)
Purchase of intangible asset	(556,059)	-	-
Issuance of notes receivable	(126,000)	(42,962)	-
Collection of notes receivable	26,200	37,632	288,841
Net cash provided by (used in) investing activities	(699,806)	(208,455)	235,525
Cash flows from financing activities			
Payments on long-term debt	(300,000)	-	(13,457,528)
Distributions to members	(14,148,384)	(5,839,341)	-
Net cash used in financing activities	(14,448,384)	(5,839,341)	(13,457,528)
Net (decrease) increase in cash	(1,952,436)	4,503,769	(11,281,754)
Cash, beginning of year	6,436,334	1,932,565	13,214,319
Cash, end of year	$ 4,483,898	$ 6,436,334	$ 1,932,565
Supplemental non-cash investing and financing activities			
Recapitalization	$ -	$ 206,096,119	$ -
ROU assets obtained in exchange for lease liabilities	$ -	$ 91,182	$ -
Note payable obtained in exchange for intangible assets	$ 2,000,000	$ -	$ -

See notes to financial statements.

NOTE 1 - NATURE OF BUSINESS

Nature of Business: SH Franchising, LLC (the "Company" or "SHF"), was formed December 10, 2004 under the provisions of the Maryland Limited Liability Company Act. SHF Acquisition Company, Inc. (Acquisition Company), a Delaware Corporation, was incorporated on September 22, 2016 for the purpose of acquiring SH Franchising, LLC. SHF is a premier franchisor of in-home senior care services and serves clients through its franchise network of over 210 independently owned franchisees, and three corporate-owned locations, operating under the name "Senior Helpers."

Acquisition Company and SHF were acquired by Advocate Aurora Enterprises, Inc. ("Seller", "AAE" or "Predecessor Parent") on April 1, 2021. AAE owned 100% of the Company.

On February 8, 2024, Senior Support Holdings (Franchise) Acquisition, Inc., Senior Support Holdings (Corporate) Acquisition, Inc. (collectively, the "Buyer Entities"), who are wholly owned subsidiaries of Senior Support Holdings Intermediate, L.P. (the "Successor Parent" or "Buyer"), funds managed by a Private Equity firm ("PE", or "Guarantor"), Advocate Aurora Enterprises, Inc. (the "Seller"), SHF Acquisition Company, Inc. and SH Corporate Company, Inc. (collectively, the "Acquiree") entered into a Stock Purchase Agreement (Purchase Agreement). The Buyer Entities were set up solely for the purpose of facilitating the transaction, and the ultimate accounting acquirer in the transaction was Successor Parent. PE and certain other investors (through the Buyer Entities) acquired 100% of the outstanding equity interest of SHF Acquisition Company, Inc. (SH Franchise) and SH Corporate Company, Inc ("SH Corporate", or collectively, "Senior Helpers") to serve as a new portfolio company. The acquisition of Senior Helpers closed on March 20, 2024. The transaction is considered a business combination under ASC 805 and is accounted for using the acquisition method of accounting.

The Buyer Entities own 100% of the outstanding equity interests of SH Franchise and SH Corporate as of the acquisition date. The financial statements herein include the fair value of assets acquired and liabilities assumed from Senior Helpers as of the date of the acquisition.

In preparing the financial statements of the Company on a stand-alone basis, the Company has applied the provisions of the "push down" method of accounting as provided for in the Accounting Standards Codification (ASC) Topic 805, Business Combinations (Acquisition method"). Under the push down method of accounting, a subsidiary may, when presenting its financial statements on a stand-alone basis, elect to present the parent company's basis in its own financial statements, provided that the requirements for the application of the push down method of accounting have been met.

The accompanying financial statements include those of the Company as of December 31, 2025. The statements for the Company for the periods noted above are labeled "Successor" and reflect the financial position, results of operations and cash flows after giving effect to the application of purchase accounting. The accompanying financial statements also present the balance sheet of the Predecessor company as of March 19, 2024 and the results of operations for the period from January 1 to March 19, 2024. The periods presented prior to the acquisition reflect the financial position, results of operations and cash flows of the Predecessor company on the historical basis of accounting and have been labeled as "Predecessor."

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The accounting policies of the Company are in accordance with accounting principles generally accepted in the United States of America (US GAAP) applied on a basis consistent with that of the preceding years. Outlined below are those policies considered particularly significant.

Use of Estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents: Cash and cash equivalents include all cash balances and highly liquid investments with an initial maturity of three months or less. The Company places its cash in high quality financial institutions in which deposits, from time to time, are in excess of federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks on cash.

Accounts Receivable: Accounts receivable are amounts due from franchisees carried at original invoice amount less an estimate made for credit losses. The Company provides an allowance for credit losses, which is based on a review of outstanding receivables, historical collection experience, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts. Write-offs are charged to the allowance when accounts are deemed to be uncollectible. The Company recorded an allowance for credit losses of $6,068 as of December 31, 2025 and 2024.

Notes Receivable: Notes receivable are amounts due from current franchisees and consist of financed franchise fees and advances. Most notes are short term in nature and repaid within two to three years. Notes have been issued with interest rates ranging from 8% - 9%, which accrues per annum and mature within five years. Normally, franchisees make monthly principal and interest payments towards the outstanding balances over the lives of the notes. Notes are negotiated with franchisees in good standing. The Company provides an allowance for credit losses, which is based on a review of outstanding notes receivables, historical collection experience, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts. Write-offs are charged to the allowance when accounts are deemed to be uncollectible. There was no allowance for credit losses on notes recorded as of December 31, 2025 and 2024.

Property and Equipment: Property and equipment are stated at cost. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives:

Leasehold improvements	Shorter of estimated useful life or life of lease
Computer equipment	3 years
Furniture and fixtures	3 to 7 years

Significant additions or improvements extending the useful life of an asset are capitalized. Repairs and maintenance charges which do not increase the useful lives of the assets are charged to expense as incurred. Upon sale or retirement, the cost and related accumulated depreciation are eliminated from the respective accounts, and the resulting gain or loss is included in the statements of operations.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Business Combinations: The Company accounts for business combinations in accordance with Accounting Standards Codification (ASC) 805, Business Combinations. Acquisitions of assets or entities where substantially all of the fair value of the assets acquired is concentrated in a single asset or group of similar identifiable assets, the acquired assets do not represent a business combination. If that is not the case, and the acquired assets or entities include inputs and processes and have the ability to create outputs, the acquired assets or entities are accounted for as business combinations.

The purchase price of business combinations is recorded for assets acquired and liabilities assumed, based on fair value. The excess of the fair value of the consideration transferred over the fair value of the net assets acquired is recorded as goodwill. In the event the fair value of the consideration transferred is less than the fair value of the net assets acquired, the Company reevaluates the fair value estimates; if the fair value of consideration transferred is still less than the fair value of net assets acquired, a bargain purchase gain is recorded at the time of the sale. The statements of operations include the results of operations for any acquisitions from its respective date of acquisition.

Determining the fair value of these items requires management's judgment and involves the use of significant estimates and assumptions with respect to the timing and amounts of future cash inflows and outflows, discount rates, market prices and asset lives, among other items. The judgments made in the determination of the estimated fair value assigned to the assets acquired, the liabilities assumed, and any noncontrolling interest in the investee, as well as the estimated useful life of each asset and the duration of each liability, can materially impact the financial statements in periods after acquisition, such as through depreciation and amortization.

Goodwill and Other Intangible Assets: Goodwill represents the excess of the consideration paid over the fair value of the net assets of the acquired business. The Company adopted the provisions of Accounting Standards Update (ASU) No. 2014-02, Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill, which provides an alternative to accounting for goodwill for private companies. The alternative allows an entity to amortize goodwill over a period not to exceed 10 years. An entity that elects the alternative is also required to make an election to test goodwill for impairment at the entity level or the reporting unit level. The Company also adopted the provisions of Accounting Standards Update (ASU) No. 2021-3, Intangibles-Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events which allows an entity to evaluate goodwill impairment triggering events only as of the end of each reporting period.

The Company adopted the accounting alternative for goodwill and is amortizing goodwill on a straight-line basis over 10 years. The Company has elected to evaluate potential impairment at the entity level. No triggering events were noted as of December 31, 2025 or 2024.

The Company also adopted ASU No. 2014-18, Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination and ASU 2017-01: Business Combinations (Topic 805): Clarifying the Definition of a Business. In accounting for the transaction, the Company did not recognize separately from goodwill customer-related intangible assets not capable of being sold or licensed independently from other assets of the business.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intangible Assets: The cost of intangible assets with determinable lives is amortized on a straight-line basis over the estimated period of economic benefit, as follows:

Trademark	10 to 27 years
Franchise relationships	10 to 15 years
Life Profile intellectual property	25 years
Developed care programs	10 years
Repurchased franchise rights	3 years

Impairment of Long-lived Assets: The Company reviews the carrying values of long-lived assets for possible impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. Undiscounted cash flows are compared to the carrying value and, when required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset. No indicators of impairment were identified for the year ended December 31, 2025 or 2024. Therefore, assets were not reviewed for impairment.

Lease Accounting: The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and non-lease components, such as common area and other maintenance costs, and accounts for them as a single lease component in calculating the ROU assets and lease liabilities for its office buildings.

At lease commencement, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid, or deferred rent, and lease incentives. The Company's leases do not provide an implicit rate, the Company used its incremental borrowing rate based on the information available at the commencement date to determine the present value of lease payments in the predecessor period. The Company made a policy election to use a risk-free rate for remeasurement of the operating lease liabilities upon the change in control and prospectively. Incremental borrowing rates used to determine the present value of lease payments were derived from the rate of interest that the Company would pay to borrow on a fully collateralized basis over a similar term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term and is included in general and administrative expenses in the statements of operations.

Revenue Recognition: The Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable. The Company recognizes revenue only when it satisfies a performance obligation by transferring a promised good or service to the customer. The good or service is considered to be transferred when the customer obtains control, meaning when the customer has the ability to direct the use and obtain substantially all of the remaining benefits of the good or service. At each contract inception, the Company determines, whether control of a good or service transfers to a customer over time or at a point in time.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

The terms of the franchise contracts are typically ten years. As of December 31, 2025, there were 401 franchises operating, 394 franchised and 7 owned by Parent.

As part of each contract, the Company identified one performance obligation that requires the Company to provide a combination of the following:

- Intellectual Property (IP) - license grants a non-exclusive right to establish and operate a home medical personal service business under the trademarks and systems established as part of the Senior Helpers license during the term of the contract.
- Ongoing training services - includes periodic courses, conventions, regional meetings, and conferences to provide continued training as the brand continues to develop and evolve and franchisee personnel change over time; also includes updated written communications and bulletins as operating guidelines change and industry best practices shift.
- Continuing consulting services - review of plans and equipment and merchandise selection.

The Company determined that the services noted above represent a set of integrated or highly interrelated tasks/services and are therefore accounted for as a single performance obligation of providing the franchise license.

In addition, the Company has also determined the following performance obligations are included in the contracts but are distinct from the above performance obligation:

- Initial training - this training relates to educating the franchisees as to the appropriate business model for operating a franchise. It includes the material aspects of operating a Senior Helpers Care Business, including distinguishing features in the Operations Manual. Franchisees are certified as completing training after demonstrating a capability and willingness to comply with System Standards. In addition to on-site training, initial training includes pre-opening consultations, site visits, and site selection assistance.
- Franchise opening - prior to opening, franchisees must meet various specifications included but not limited to setting up operations at an approved location and office, including a dedicated training space; layouts for the office, including office size and design and fixtures, equipment, and signs; operating assets that meet specifications and standards for quality, design, appearance, function, and performance; use of the Computer System, including hardware and software requirements.

The franchise contracts the Company enters into contain the following types of payments:

- Initial fees - franchise contracts require an initial fee that is due and payable when a contract is signed. The standard fee was $55,000 with some fees being discounted on a case-by-case basis, for the year ended December 31, 2025 (Successor) and for the periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor). Some franchisees qualify for discounts.
- Royalty fees - the Company receives bi-weekly royalty payments based on a percentage of each franchisee's net billings. The contract specifies minimum annual revenue targets and divides the targets into 26 to calculate the minimum required bi-weekly revenue. The bi-weekly royalty fees are calculated based on these bi-weekly revenue targets; therefore, the franchisee will pay either the minimum fee or actual royalty fee incurred for the period.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Brand fund fees - the Company receives bi-weekly marketing fund fees based on the greater of 1% of gross sales (the franchisor has the right to charge up to 2% of gross sales) or $75 per billing period per territory, to contribute to the local franchise and to the national brand advertising activities directed by the franchisor.
- Marketing assessment fee - the Company receives a bi-weekly payment of $150, to fund various advertising and marketing initiatives to promote the services offered by the Senior Helpers home care business.
- Monthly technology fees - the Company receives a monthly fee for the use of its technology software. The fee is assessed at a base of $300 and $280 per owner for the year ended December 31, 2025 (Successor) and for periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), and increases based on additional users.
- Transfer fees - franchise contracts include transfer options and require the franchisee to pay a transfer fee. The standard fee was $27,500 for the year ended December 31, 2025 (Successor) and for periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor).

The Company recognizes revenue for each performance obligation identified within the customer contracts when, or as, the performance obligation is satisfied by transferring the promised goods or services. Upon satisfaction of the initial training and the franchise opening, the Company recognizes a portion of the initial fee. The remaining balance is deferred revenue and recognized over the length of the contract term, usually 120 months. The Company recognizes revenue over time for the franchise license performance obligation as the performance obligation involves a continuous transfer of control to the customer. Ongoing training is part of the franchise license performance obligation.

Revenue from Contracts with Customers (Topic 606) identifies franchise rights as an example of a symbolic license. This type of license is satisfied over time since the customer simultaneously receives and consumes the benefit as the entity performs its obligation to provide access and therefore meets the criteria of recognizing revenue over time. The deferred revenue related to the initial franchise fee that is allocated to this performance obligation is recognized over time using a straight-line (time lapse) measure of progress as the control of various services are provided to the customer ratably over the term of the contract. The renewal option provides continued access for the franchise rights (symbolic license) for an extended period of time and therefore would also be recognized over time (over the course of the renewal term) as it meets the above-mentioned criterion.

Royalty fees represent the majority of consideration the Company receives under franchise contracts and are recognized over time at the greater of the actual royalty earned or the contractual minimum calculated on a bi-weekly basis.

Contract liabilities include initial franchise fees received upfront for the right to use the brand “Senior Helpers”. These fees are partially recognized when performance obligations are met with the remainder recognized ratably over the initial term of the individual contract, which typically lasts ten years. The total balance of the contract liabilities, reflected as deferred revenue was $3,796,451 and $3,207,637, as of December 31, 2025 (Successor) and 2024 (Successor), respectively. Contract assets represent selling fees that are deferred, these include capitalized broker fees and commissions representing costs to obtain the contract, and the expense is recognized over time along with the revenue recognition.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

The total balance of the contract assets, reflected as deferred franchise fee costs was $989,899 and $519,347 as of December 31, 2025 (Successor) and 2024 (Successor). The total balance of accounts receivable was $1,938,067 and $1,427,867 as of December 31, 2025 (Successor) and 2024 (Successor), respectively.

Disaggregation of Revenue: The following table presents the Company's revenues disaggregated by the timing of such revenue recognized during the following periods:

	(Successor)		(Predecessor)
	Year Ended December 31, 2025	Period from March 20, 2024 to December 31 2024	Period from January 1, 2024 to March 19 2024
Timing of revenue and recognition			
At a point in time	$ 1,883,274	$ 1,974,204	$ 109,654
Over a period of time	38,524,691	24,793,554	6,412,704
	$ 40,407,965	$ 26,767,758	$ 6,522,358

Marketing Fund: General marketing fund fees received from the franchisees are recognized as revenue over time and marketing expenses are recognized when incurred within the Company's statements of operations. General marketing fund fees was $6,554,337 and $4,005,421, $1,008,098, for the year ended December 31, 2025 (Successor) and period ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively. Marketing expenses was $6,804,987 and $4,161,958, $1,008,702 for the year ended December 31, 2025 (Successor) and period ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively.

Income Taxes: The federal government does not recognize an LLC as a classification for federal tax purposes. An LLC with only one member is treated as an entity disregarded as separate from its owner for federal income tax purposes. Therefore, no provision for federal income taxes has been included in the accompanying financial statements. However, the Company is subject to state income taxes on its state taxable income.

Consolidation of Variable Interest Entities: Variable interest entities (VIEs) applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities with its activities without additional subordinated financial support or it lacks any of characteristics of a controlling financial interest. If this definition is met, then a VIE must be consolidated into the financial statements of its primary beneficiary. The primary beneficiary is the entity, if any, that has the power to direct the activities that most significantly impact the economic performance of the entity, and that has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

The Company considers each franchise arrangement for VIE potential and evaluates such arrangements based upon financial information obtained from these franchisees. Based on this evaluation, the Company has concluded that it is not the primary beneficiary of any of its franchisees.

(Continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company applies the provisions of Accounting Standards Update ("ASU") No. 2018-07, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*. Under this alternative, private companies are no longer required to apply VIE guidance to certain common control arrangements.

Subsequent Events**:** The Company has evaluated subsequent events for potential required disclosure through April 28, 2026, which represents the date the financial statements were available to be issued.

NOTE 3 - BUSINESS COMBINATION - CHANGE IN CONTROL

As described in Note 1, on March 20, 2024, SHF Acquisition Company, Inc., 100% owner of SH Franchising LLC, was acquired by Successor Parent through purchase of 100% of the outstanding equity interest of SHF Acquisition Company, Inc .

GAAP requires that assets acquired and liabilities assumed in a business combination be recognized at their fair values as of the acquisition date with excess consideration given over the fair value of net assets to goodwill.

The following table summarizes the consideration paid for and the fair value of the assets acquired and liabilities assumed at the acquisition date:

Assets acquired	
Cash	$ 1,932,565
Receivables	2,298,258
Prepaid expenses and other current assets	1,645,617
Fixed assets	634,853
Other assets	126,249
Undeveloped franchise rights	196,709
Notes receivable	126,892
Right-of-use asset	1,077,328
Developed care programs	14,900,000
Tradename	50,050,000
Franchise relationships	56,120,000
Total identifiable assets acquired	129,108,471
Liabilities assumed	
Accounts payable and accrued expenses	1,151,655
Deferred revenue	3,469,295
Operating lease liability	1,278,097
Total liabilities assumed	5,899,047
Net identifiable assets acquired	123,209,424
Goodwill	82,886,695
Goodwill resulting from acquisition	$ 206,096,119

(Continued)

NOTE 3 - BUSINESS COMBINATION - CHANGE IN CONTROL (Continued)

The fair value of the various components of purchase consideration transferred consisted of $206,096,119 of cash.

The fair values of the acquired identifiable assets and liabilities were determined by management with the assistance of outside valuation experts. The estimated fair values of the identifiable definite-lived intangible assets were based upon application of the income method. The use of this valuation technique involves many assumptions about future results and other factors, some of which are beyond the control of the Company. Those assumptions include projections of future revenues, operating expenses, the Company's cost of capital and discount rates, among others. Actual results could vary from the assumptions used in deriving these fair values.

The goodwill of $82,886,695 arising from the acquisition consists largely of the synergies, customer relationships and assembled workforce. None of the goodwill is deductible for tax purposes.

The Seller incurred approximately $1,237,000 of expenses related to transaction bonuses, the payment of which were contingent only upon the change in control event. The expenses are not presented in either the predecessor or successor periods, as they are presented on the line.

NOTE 4 - PROPERTY AND EQUIPMENT, NET

A summary of property and equipment, net is as follows at:

	2025 (Successor)	2024 (Successor)
Leasehold improvements	$ 347,204	$ 347,204
Computer equipment	574,992	350,039
Machinery, equipment, furniture, and fixture	86,702	86,702
Construction in progress	-	180,283
	1,008,898	964,228
Accumulated depreciation, and amortization	(447,274)	(207,192)
Property and equipment, net	$ 561,624	$ 757,036

Depreciation expense was $240,082, $207,192, and $68,076 for the year ended December 31, 2025 (Successor) and periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively.

(Continued)

NOTE 5 - GOODWILL, NET

Goodwill, net consisted of the following at December 31:

	Estimated Useful Life	2025 (Successor)	2024 (Successor)
Gross carrying amount of goodwill	10 years	$ 82,886,695	$ 82,886,695
Less: accumulated amortization		(14,505,171)	(6,216,501)
		$ 68,381,524	$ 76,670,194

Amortization for future years is as follows for the years ending December 31:

2026	$ 8,288,670
2027	8,288,670
2028	8,288,670
2029	8,288,670
2030	8,288,670
Thereafter	26,938,174
	$ 68,381,524

Amortization expense was ember 31, 2025 was $8,288,670, $6,216,502, and $1,614,672 for the year ended December 31, 2025 (Successor) and periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively.

(Continued)

NOTE 6 - INTANGIBLES, NET

Intangibles assets consist of the following at December 31:

2025 (Successor)	Gross Asset	Accumulated Amortization	Net
Trademark, 27-year life	$ 50,050,000	$ (3,243,982)	$ 46,806,018
Franchise relationship, 15-year life	56,120,000	(6,558,330)	49,561,670
Developed Care Programs, 10-year life	14,900,000	(2,607,500)	12,292,500
Life Profile intellectual property, 25-year life	2,556,058	(59,642)	2,496,416
Undeveloped franchise rights, 3-year life	196,708	(196,708)	-
Total intangible assets	$ 123,822,766	$ (12,666,162)	$ 111,156,604

2024 (Successor)	Gross Asset	Accumulated Amortization	Net
Trademark, 27-year life	$ 50,050,000	$ (1,390,278)	$ 48,659,722
Franchise relationship, 15-year life	56,120,000	(2,806,000)	53,314,000
Developed Care Programs, 10-year life	14,900,000	(1,117,500)	13,782,500
Undeveloped franchise rights, 3-year life	196,708	(118,258)	78,450
Total intangible assets	$ 121,266,708	$ (5,432,036)	$ 115,834,672

During the year ended December 31, 2025, the Company purchased half of the ownership rights to the Life Profile intellectual property, of which they have been using via a license agreement prior to this transaction. The rights of $2,556,059 were purchased with cash and a note payable with the seller.

Estimated future amortization expense of intangibles is as follows for the years ending December 31:

2026	$ 7,187,279
2027	7,187,279
2028	7,187,279
2029	7,187,279
2030	7,187,279
Thereafter	75,220,209
	$ 111,156,604

Amortization expense was $7,234,128, $5,432,036 and $3,675,586, for the year ended December 31, 2025 (Successor) and periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively.

(Continued)

NOTE 7 - NOTES RECEIVABLE

Notes receivable with franchisees consist of the following at December 31:

	2025 (Successor)	2024 (Successor)
Notes receivable	$ 255,089	$ 213,922
Current portion	(147,989)	(155,535)
	$ 107,100	$ 58,387

Future maturities of notes receivable are as follows for the years ending December 31:

2026	$ 147,989
2027	61,900
2028	45,200
	$ 255,089

NOTE 8 - DEBT

The Company had a promissory note agreement with AAE, with an original principal balance of $65,000,000. The Company was scheduled to make annual principal payments by October 1 of each year until the maturity date of October 1, 2026, when the balance will be due. The Company made monthly interest payments through March 19, 2024 (Predecessor). Interest accrued on the outstanding principal balance of the note at a per annum rate equal to 5.10% with payments beginning October 1, 2021. During the period January 1 - March 19, 2024 (Predecessor), the Company recorded interest expense of $604,360. The promissory note was repaid upon consummation of the Change in Control (see Note 3).

The Company entered into a note payable in May 2025 to purchase rights to the Life Profile intellectual property as noted in Note 6 for $2,000,000. The note calls for quarterly payments of $100,000. The Company may voluntarily prepay the outstanding principal at any time without penalty. The note matures in April 2030 and is secured by the rights in the intellectual property. The note does not accrue interest.

NOTE 9 - MEMBER EQUITY

The Company had 1,000 common stock shares authorized and outstanding with a par value of $0.01 as of December 31, 2025 and 2024.

(Continued)

NOTE 10 - STOCK-BASED COMPENSATION

In connection with the March 20, 2024, acquisition by legal entities affiliated with PE, pursuant to the Stock Purchase Agreement, Senior Support Holdings, LP (SSH, ultimate parent of the Company) issued various equity unit awards. Under Management Securities Grant, Incentive Unit and Restricted Unit Grant Agreements of various classes of units to employees and a Director of SSH.

SSH issued 6,550 award units to employees of the Company under various classes of units that are subject to time based vesting and certain units vested on the date. As of December 31, 2025, 3,122 units were vested. The units are equity classified and have a grant date fair value ranging from $254.73 - $634. The grant date fair value was determined based on an option pricing model. The Company recognized compensation expense associated with the awards of $538,606 and $1,033,055 for the year ended December 31, 2025 (Successor) the period ended March 20 – December 31, 2024 (Successor), respectively. The unrecognized compensation expense totals $1.7 million and is expected to be recognized over a weighted average period of 3.22 years.

SSH issued 8,875 award units to employees of the Company under various classes of units that are subject to performance based vesting conditional on a qualifying event occurring and certain performance hurdles being met as defined in the award agreements. The awards are equity classified and the grant date fair value ranges from $254.73 - $600.14. The grant date fair value was determined using an option pricing model. No compensation expense has been recognized associated with the awards as the performance condition is not currently probable of being met. The unrecognized compensation expense totals $4.0 million.

NOTE 11 - LEASING ARRANGEMENTS

The Company leases office space. Leases with an initial term of twelve months or less are not recorded on the balance sheets. The Company does not separate lease and non-lease components for the leases as the non-lease components are not significant to the overall lease costs. The Company used its estimated incremental borrowing rate to discount the lease payments, as all of the leases do not provide a readily determinable implicit interest rate. The incremental borrowing rate for the Predecessor period represents the rate of interest that the Company would pay to borrow on a fully collateralized basis over a similar term. Upon the change in control, the Company elected to utilize the risk-free rate for assumed operating lease liabilities at the date of acquisition and prospectively.

Other required information consists of the following for the year ended December 31, 2025:

Lease cost		
Operating lease cost	$	353,818
Variable lease cost		63,188
Total lease cost	$	417,006
Weighted-average remaining term		
Operating leases		4.75 years
Weighted-average discount rate		
Operating leases		1.68%
Operating cash flows for operating leases	$	349,708

(Continued)

NOTE 11 - LEASING ARRANGEMENTS (Continued)

The schedule of future minimum lease payments is as follows for the years ending December 31:

2026	$ 348,589
2027	347,746
2028	58,767
Total undiscounted cash flows	755,102
Present value discount	(6,031)
Total lease liabilities	749,071
Current portion	(343,325)
Long term lease liabilities	$ 405,746

NOTE 12 - COMMITMENTS AND CONTINGENCIES

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in ASC 450, *Contingencies*. Accordingly, no liabilities have been accrued for these matters the year ended December 31, 2025.

NOTE 13 - RETIREMENT PLAN

The Company maintains a tax deferred retirement plan under the provisions of section 401(k) of the Internal Revenue Code to provide retirement benefits for all eligible employees. Participating employees may voluntarily contribute up to limits provided by the Internal Revenue Service regulations. The Company contributed $281,821, $192,044, and $63,816 to the retirement plan for the year ended December 31, 2025 (Successor) and periods ended March 20 – December 31, 2024 (Successor) and January 1 – March 19, 2024 (Predecessor), respectively.

NOTE 14 - RELATED-PARTY TRANSACTIONS

When the Company pays vendors or transfers funds on behalf of affiliated entities, related party receivables are recorded. On occasion, affiliated companies will pay vendors on behalf of the Company, thus creating a related party payable. These amounts are presented on a net basis within related party receivables on the balance sheets.

At December 31, 2025 (Successor) and 2024 (Successor), gross amounts due from SH Corporate Company, Inc. were $604,740 and $1,340,353, respectively. At December 31, 2025 (Successor), additional gross receivables were due from MedTec Home Health and Private Duty, LLC of $1,391,716; Senior Support Holdings (Franchise) Acquisition, Inc. of $827,307; Senior Support Holdings (Corporate) Acquisition, Inc. of $385,300; Miller Home Care LLC of $1,893,333; SHF Acquisition Company, Inc. of $50,000; and SH Franchising LLC of $89,808.

(Continued)

NOTE 14 - RELATED-PARTY TRANSACTIONS (Continued)

At December 31, 2025 (Successor), gross amounts due to related parties included Samuel Services Corporation of $1,812,387; Handle With Care In-Home Care & Assistance LLC of $629,388; and Clear Blue Holdings, Inc. of $668,809.

The Company has incurred management advisory fees payable to an investor of $440,000 and $0 for the year ended December 31, 2025 (Successor) and for the period ended March 20, 2024 to December 31, 2024, respectively, which are recorded in management fees on the statements of operations.

SH Franchising, LLC

Independent Auditor's Report and Financial Statements

Years Ended December 31, 2024 and 2023 and the Periods from March 20, 2024 to December 31, 2024 (Successor), January 1, 2024 to March 19, 2024 (Predecessor) and January 1, 2023 to December 31, 2023 (Predecessor)

SH Franchising, LLC
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December 31, 2024 and 2023

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Independent Auditor's Report

Board of Directors
SH Franchising, LLC
Towson, Maryland

Opinion

We have audited the financial statements of SH Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 (Successor) and 2023 (Predecessor), and the related statements of operations, member's equity, and cash flows for the periods from March 20, 2024 - December 31, 2024 (Successor), January 1, 2024 - March 19, 2024 (Predecessor), and the year ended December 31, 2023 (Predecessor), and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 (Successor) and 2023 (Predecessor), and the results of its operations and cash for the periods from March 20, 2024 - December 31, 2024 (Successor), January 1, 2024 - March 19, 2024 (Predecessor), and the year ended December 31, 2023 (Predecessor) in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As noted in Note 15, the Balance Sheet, Statement of Operations, Statement of Member Equity, Statement of Cash Flows and in Note 10 to the financial statements, the Company restated its stock-based compensation to correct an error for equity units issued as part of the acquisition on March 20, 2024. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Forvis Mazars, LLP

Tysons, Virginia
April 22, 2025

(except for Note 2, Note 10 and Note 15 as to which the date is June 30, 2025)

SH Franchising, LLC
Balance Sheets
Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor) and Year Ended December 31, 2023 (Predecessor)

	December 31, 2024 (Successor)	December 31, 2023 (Predecessor)
ASSETS		
Current Assets		
Cash and cash equivalents	$ 6,436,334	$ 13,214,319
Accounts receivable, net	1,427,867	1,115,349
Prepaid and other current assets	1,550,444	1,348,018
Current portion of notes receivable	155,535	563,249
Total Current Assets	9,570,180	16,240,935
Long-Term Assets		
Propert and equipment, net	757,036	775,860
Deferred franchise fee costs	519,347	1,774,668
Note receivable, net of current portion	58,387	95,074
Related-party receivables	1,340,353	1,464,935
Operating lease right-of-use assets	927,669	1,137,158
Goodwill, net	76,670,194	53,345,492
Intangible assets, net	115,834,672	67,219,954
Total Assets	$ 205,677,838	$ 142,054,076

	December 31, 2024 (Successor)	December 31, 2023 (Predecessor)
LIABILITIES AND MEMBER EQUITY		
Current Liabilities		
Accounts payable	$ 622,252	$ 356,038
Accrued payroll	1,766,680	1,755,115
Accrued expenses	88,275	154,650
Current portion of deferred revenue	291,693	300,681
Current portion of operating lease liabilities	378,419	310,888
Current portion of debt	-	5,662,762
Total Current Liabilities	3,147,319	8,540,134
Long-Term Liabilities		
Debt, net of current portion	-	48,840,707
Deferred revenue, net of current portion	2,938,804	2,906,956
Operating lease liabilities, net of current portion	720,360	1,034,501
Total Long-Term Liabilities	3,659,164	52,782,164
Total Liabilities	6,806,483	61,322,298
Member Equity		
Member capital	200,256,778	105,641,086
Accumulated deficit	(1,385,423)	(24,909,308)
Total Member Equity	198,871,355	80,731,778
Total Liabilities and Member Equity	$ 205,677,838	$ 142,054,076

SH Franchising, LLC
Statements of Operations
Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor) and Year Ended December 31, 2023 (Predecessor)

	(Successor)	(Predecessor)	
	Period from March 20, 2024 to December 31, 2024	Period from January 1, 2024 to March 19, 2024	Year Ended December 31, 2023
Revenue			
Royalties	$ 19,724,870	$ 5,070,004	$ 21,326,409
General marketing fund fees	4,005,421	1,008,098	4,626,645
Franchise sales fees	1,786,945	125,326	1,286,686
Other	1,250,522	317,930	1,779,150
Total Revenue, Net	26,767,758	6,521,358	29,018,890
Operating Costs and Expenses			
Cost of service expenses	1,539,573	424,483	2,018,003
Marketing expenses	4,161,958	1,008,702	4,339,828
Salaries and wages	6,605,665	1,564,515	7,059,921
General and administrative expenses	2,890,748	329,925	2,767,591
Stock-based compensation expense	1,033,055	-	-
Depreciation and amortization	11,855,729	3,743,662	17,205,707
Acquisition-related expenses	1,208,783	-	-
Total Operating Costs and Expenses	29,295,511	7,071,287	33,391,050
Operating Loss	(2,527,753)	(549,929)	(4,372,160)
Other Income (Expense)			
Interest expense	-	(604,360)	(2,985,544)
Other income	109,275	14,232	416,567
Nonoperating Income (Loss)	109,275	(590,128)	(2,568,977)
Net Loss	$ (2,418,478)	$ (1,140,057)	$ (6,941,137)

SH Franchising, LLC
Statements of Member Equity
Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor) and Year Ended December 31, 2023 (Predecessor)

	Member Capital	Member's Equity Accumulated (Deficit)	Total
(Predecessor)			
Balance, December 31, 2022	$ 105,641,086	$ (17,968,171)	$ 87,672,915
Net loss	-	(6,941,137)	(6,941,137)
Balance, December 31, 2023	105,641,086	(24,909,308)	80,731,778
Net loss	-	(1,140,057)	(1,140,057)
Balance, March 19, 2024	$ 105,641,086	$ (26,049,365)	$ 79,591,721
(Successor)			
Recapitalization	$ 206,096,119	$ -	$ 206,096,119
Stock-based compensation	-	1,033,055	1,033,055
Distributions	(5,839,341)	-	(5,839,341)
Net loss	-	(2,418,478)	(2,418,478)
Balance, December 31, 2024	$ 200,256,778	$ (1,385,423)	$ 198,871,355

SH Franchising, LLC
Statements of Cash Flows
Periods from March 20, 2024 to December 31, 2024 (Successor) and from January 1, 2024 to March 19, 2024 (Predecessor) and Year Ended December 31, 2023 (Predecessor)

	(Successor)	(Predecessor)	
	Period from March 20, 2024 to December 31, 2024	Period from January 1, 2024 to March 19, 2024	Year Ended December 31, 2023
Operating Activities			
Net loss	$ (2,418,478)	$ (1,140,057)	$ (6,941,137)
Items not requiring (providing) cash			
Depreciation and amortization	11,855,729	3,743,662	17,205,707
Stock-based compensation	1,033,055	-	-
Non-recurring gain on sale	-	-	(137,212)
Loss on forgiveness of notes receivable	-	102,973	-
Noncash rent expense, operating lease right-of-use assets	240,841	82,306	270,894
Changes in			
Accounts receivable	788,691	(853,295)	(202,364)
Prepaid and other assets	94,989	(560,343)	(460,572)
Sales of franchise rights	1,641,387	404,250	198,000
Deferred franchise fee costs	(519,347)	(171,496)	(390,731)
Related-party receivables	(1,340,353)	1,464,935	(459,814)
Accounts payable, accrued payroll, and accrued expenses	1,325,553	(768,454)	1,092,204
Deferred revenue	(1,880,185)	(274,460)	699,811
Operating lease liability	(270,317)	(89,772)	(300,161)
Net Cash Provided by Operating Activities	10,551,565	1,940,249	10,574,625
Investing Activities			
Purchases of property and equipment	(203,125)	(53,316)	(277,509)
Issuance of notes receivable	(42,962)	-	(860,000)
Collection of notes receivable	37,632	288,841	241,177
Net Cash Provided by (Used in) Investing Activities	(208,455)	235,525	(896,332)
Financing Activities			
Repayment of debt	-	(13,457,528)	(5,381,784)
Distributions to members	(5,839,341)	-	-
Net Cash Used in Financing Activities	(5,839,341)	(13,457,528)	(5,381,784)
Net Increase (Decrease) in Cash	4,503,769	(11,281,754)	4,296,509
Cash, Beginning of Year	1,932,565	13,214,319	8,917,810
Cash, End of Year	$ 6,436,334	$ 1,932,565	$ 13,214,319
Supplemental Cash Flows Information			
Cash paid for interest	$ -	$ -	$ 2,985,544
Supplemental Non-Cash Investing and Financing Activities			
Recapitalization	$ 206,096,119	$ -	$ -
ROU assets obtained in exchange for lease liabilities	$ 91,182	$ -	$ -

Note 1. Nature of Business

Nature of Business

SH Franchising, LLC (the "Company" or "SHF"), was formed December 10, 2004 under the provisions of the Maryland Limited Liability Company Act. SHF Acquisition Company, Inc. ("Acquisition Company"), a Delaware Corporation, was incorporated on September 22, 2016 for the purpose of acquiring SH Franchising, LLC. SHF is a franchisor whose franchisees provide in-home, nonmedical care for individuals, operating under the name "Senior Helpers."

Acquisition Company and SHF were acquired by Advocate Aurora Enterprises, Inc. ("Seller", "AAE" or "Predecessor Parent") on April 1, 2021. AAE owned 100% of the Company.

On February 8, 2024, Senior Support Holdings (Franchise) Acquisition, Inc., Senior Support Holdings (Corporate) Acquisition, Inc. (collectively, the "Buyer Entities"), who are wholly owned subsidiaries of Senior Support Holdings Intermediate, L.P. (the "Successor Parent" or "Buyer"), funds managed by a Private Equity firm ("PE", or "Guarantor"), Advocate Aurora Enterprises, Inc. (the "Seller"), SHF Acquisition Company, Inc. and SH Corporate Company, Inc. (collectively, the "Acquiree") entered into a Stock Purchase Agreement ("Purchase Agreement"). The Buyer Entities were set up solely for the purpose of facilitating the transaction, and the ultimate accounting acquirer in the transaction was Successor Parent. PE and certain other investors (through the Buyer Entities) acquired 100% of the outstanding equity interest of SHF Acquisition Company, Inc. ("SH Franchise") and SH Corporate Company, Inc ("SH Corporate", or collectively, "Senior Helpers") to serve as a new portfolio company. The acquisition of Senior Helpers closed on March 20, 2024. Senior Helpers is a premier franchisor of in-home senior care services and serves clients through its franchise network of over 210 independently owned franchisees, and five corporate-owned locations. The transaction is considered a business combination under ASC 805 and is accounted for using the acquisition method of accounting.

The Buyer Entities own 100% of the outstanding equity interests of SH Franchise and SH Corporate as of the acquisition date. The consolidated financial statements herein include the fair value of assets acquired and liabilities assumed from Senior Helpers as of the date of the acquisition.

In preparing the financial statements of the Company on a stand-alone basis, the Company has applied the provisions of the "push down" method of accounting as provided for in the Accounting Standards Codification (ASC) Topic 805, Business Combinations ("Acquisition method"). Under the push down method of accounting, a subsidiary may, when presenting its financial statements on a stand-alone basis, elect to present the parent company's basis in its own financial statements, provided that the requirements for the application of the push down method of accounting have been met.

The accompanying financial statements include those of the Company as of December 31, 2024 and for the period from March 20 to December 31, 2024. The statements for the Company for the periods noted above are labeled "Successor" and reflect the financial position, results of operations and cash flows after giving effect to the application of purchase accounting. The accompanying financial statements also present the balance sheet of the Predecessor company as of December 31, 2023 and the results of operations for the period from January 1 to March 19, 2024 and for the year ended December 31, 2023. The periods presented prior to the acquisition reflect the financial position, results of operations and cash flows of the Predecessor company on the historical basis of accounting and have been labeled as "Predecessor."

Note 2. Significant Accounting Policies

Basis of Presentation

The accounting policies of the Company are in accordance with accounting principles generally accepted in the United States of America (US GAAP) applied on a basis consistent with that of the preceding years. Outlined below are those policies considered particularly significant.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with an initial maturity of three months or less. The Company places its cash in high quality financial institutions in which deposits, from time to time, are in excess of federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks on cash.

Accounts Receivable

Accounts receivable are amounts due from franchisees carried at original invoice amount less an estimate made for credit losses. The Company provides an allowance for credit losses, which is based on a review of outstanding receivables, historical collection experience, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts. Write-offs are charged to the allowance when accounts are deemed to be uncollectible. The Company recorded an allowance for credit losses of $6,608 as of December 31, 2024 (Successor) and 2023 (Predecessor).

Notes Receivable

Notes receivable are amounts due from current franchisees and consist of financed franchise fees and advances. Most notes are short term in nature and repaid within two to three years. Notes have been issued with interest rates ranging from 8% - 9%, which accrues per annum and mature within five years. Normally, franchisees make monthly principal and interest payments towards the outstanding balances over the lives of the notes. Notes are negotiated with franchisees in good standing. The Company provides an allowance for credit losses, which is based on a review of outstanding notes receivables, historical collection experience, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts. Write-offs are charged to the allowance when accounts are deemed to be uncollectible. There was no allowance for credit losses on notes recorded as of December 31, 2024 (Successor) and 2023 (Predecessor).

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives:

Leasehold improvements	Shorter of estimated useful life or life of lease
Computer equipment	3 years
Furniture and fixtures	3 to 7 years

Significant additions or improvements extending the useful life of an asset are capitalized. Repairs and maintenance charges which do not increase the useful lives of the assets are charged to expense as incurred. Upon sale or retirement, the cost and related accumulated depreciation are eliminated from the respective accounts, and the resulting gain or loss is included in the statement of operations.

Business Combinations

The Company accounts for business combinations in accordance with Accounting Standards Codification (ASC) 805, Business Combinations. Acquisitions of assets or entities where substantially all of the fair value of the assets acquired is concentrated in a single asset or group of similar identifiable assets, the acquired assets do not represent a business combination. If that is not the case, and the acquired assets or entities include inputs and processes and have the ability to create outputs, the acquired assets or entities are accounted for as business combinations.

The purchase price of business combinations is recorded for assets acquired and liabilities assumed, based on fair value. The excess of the fair value of the consideration transferred over the fair value of the net assets acquired is recorded as goodwill. In the event the fair value of the consideration transferred is less than the fair value of the net assets acquired, the Company reevaluates the fair value estimates; if the fair value of consideration transferred is still less than the fair value of net assets acquired, a bargain purchase gain is recorded at the time of the sale. The consolidated statements of operations include the results of operations for any acquisitions from its respective date of acquisition.

Determining the fair value of these items requires management's judgment and involves the use of significant estimates and assumptions with respect to the timing and amounts of future cash inflows and outflows, discount rates, market prices and asset lives, among other items. The judgments made in the determination of the estimated fair value assigned to the assets acquired, the liabilities assumed, and any noncontrolling interest in the investee, as well as the estimated useful life of each asset and the duration of each liability, can materially impact the consolidated financial statements in periods after acquisition, such as through depreciation and amortization.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the consideration paid over the fair value of the net assets of the acquired business. The Company adopted the provisions of Accounting Standards Update ("ASU") No. 2014-02, Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill, which provides an alternative to accounting for goodwill for private companies. The alternative allows an entity to amortize goodwill over a period not to exceed 10 years. An entity that elects the alternative is also required to make an election to test goodwill for impairment at the entity level or the reporting unit level. The Company also adopted the provisions of Accounting Standards Update ("ASU") No. 2021-3, Intangibles-Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events which allows an entity to evaluate goodwill impairment triggering events only as of the end of each reporting period.

The Company adopted the accounting alternative for goodwill and is amortizing goodwill on a straight-line basis over 10 years. The Company has elected to evaluate potential impairment at the entity level. No triggering events were noted as of December 31, 2024 (Successor) or 2023 (Predecessor).

The Company also adopted ASU No. 2014-18, Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination and ASU 2017-01: Business Combinations (Topic 805): Clarifying the Definition of a Business. In accounting for the transaction, the Company did not recognize separately from goodwill customer-related intangible assets not capable of being sold or licensed independently from other assets of the business.

Intangible Assets

The cost of intangible assets with determinable lives is amortized on a straight-line basis over the estimated period of economic benefit, as follows:

Trademark	10 to 27 years
Franchise relationships	10 to 15 years
Developed care programs	10 years
Non-compete	2 years
Repurchased franchise rights	3 years

Impairment of Long-lived Assets

The Company reviews the carrying values of long-lived assets for possible impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. Undiscounted cash flows are compared to the carrying value and, when required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset. No indicators of impairment were identified for the periods March 20, 2024 - December 31, 2024 (Successor), January 1, 2024 – March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor) therefore, assets were not reviewed for impairment.

Lease Accounting

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and nonlease components, such as common area and other maintenance costs, and accounts for them as a single lease component in calculating the ROU assets and lease liabilities for its office buildings.

At lease commencement, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid, or deferred rent, and lease incentives. The Company's leases do not provide an implicit rate, the Company used its incremental borrowing rate based on the information available at the commencement date to determine the present value of lease payments in the predecessor period. The Company made a policy election to use a risk-free rate for remeasurement of the operating lease liabilities upon the change in control and prospectively. Incremental borrowing rates used to determine the present value of lease payments were derived from the rate of interest that the Company would pay to borrow on a fully collateralized basis over a similar term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term and is included in general and administrative expenses in the statements of operations.

Revenue Recognition

The Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable. The Company recognizes revenue only when it satisfies a performance obligation by transferring a promised good or service to the customer. The good or service is considered to be transferred when the customer obtains control, meaning when the customer has the ability to direct the use and obtain substantially all of the remaining benefits of the good or service. At each contract inception, the Company determines, whether control of a good or service transfers to a customer over time or at a point in time.

The terms of the franchise contracts are typically ten years. As of December 31, 2024 (Successor), there were 370 franchises operating, 357 franchised and 13 owned by Parent. As of December 31, 2023 (Predecessor), there were 346 franchises operating, 333 franchised and 13 owned by a subsidiary of AAE.

As part of each contract, the Company identified one performance obligation that requires the Company to provide a combination of the following:

- Intellectual Property ("IP") - license grants a non-exclusive right to establish and operate a home medical personal service business under the trademarks and systems established as part of the Senior Helpers license during the term of the contract.
- Ongoing training services - includes periodic courses, conventions, regional meetings, and conferences to provide continued training as the brand continues to develop and evolve and franchisee personnel change over time; also includes updated written communications and bulletins as operating guidelines change and industry best practices shift.
- Continuing consulting services - review of plans and equipment and merchandise selection.

The Company determined that the services noted above represent a set of integrated or highly interrelated tasks/services and are therefore accounted for as a single performance obligation of providing the franchise license.

In addition, the Company has also determined the following performance obligations are included in the contracts but are distinct from the above performance obligation:

- Initial training - this training relates to educating the franchisees as to the appropriate business model for operating a franchise. It includes the material aspects of operating a Senior Helpers Care Business, including distinguishing features in the Operations Manual. Franchisees are certified as completing training after demonstrating a capability and willingness to comply with System Standards. In addition to on-site training, initial training includes pre-opening consultations, site visits, and site selection assistance.
- Franchise opening - prior to opening, franchisees must meet various specifications included but not limited to setting up operations at an approved location and office, including a dedicated training space; layouts for the office, including office size and design and fixtures, equipment, and signs; operating assets that meet specifications and standards for quality, design, appearance, function, and performance; use of the Computer System, including hardware and software requirements.

The franchise contracts the Company enters into contain the following types of payments:

- Initial fees - franchise contracts require an initial fee that is due and payable when a contract is signed. The standard fee was $55,000 with some fees being discounted on a case-by-case basis, for the periods ended March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor), respectively. Some franchisees qualify for discounts.
- Royalty fees - the Company receives bi-weekly royalty payments based on a percentage of each franchisee's net billings. The contract specifies minimum annual revenue targets and divides the targets into 26 to calculate the minimum required bi-weekly revenue. The bi-weekly royalty fees are calculated based on these bi-weekly revenue targets; therefore, the franchisee will pay either the minimum fee or actual royalty fee incurred for the period.
- Brand fund fees - the Company receives bi-weekly marketing fund fees based on the greater of 1% of gross sales (the franchisor has the right to charge up to 2% of gross sales) or $75 per billing period per territory, to contribute to the local franchise and to the national brand advertising activities directed by the franchisor.
- Marketing assessment fee - the Company receives a bi-weekly payment of $150, to fund various advertising and marketing initiatives to promote the services offered by the Senior Helpers home care business.
- Monthly technology fees - the Company receives a monthly fee for the use of its technology software. The fee is assessed at a base of $300 and $280 per owner for the periods ended March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor), respectively, and increases based on additional users.

- Transfer fees - franchise contracts include transfer options and require the franchisee to pay a transfer fee. The standard fee was $27,500 for the periods ended March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor), respectively.

The Company recognizes revenue for each performance obligation identified within the customer contracts when, or as, the performance obligation is satisfied by transferring the promised goods or services. Upon satisfaction of the initial training and the franchise opening, the Company recognizes a portion of the initial fee. The remaining balance is deferred revenue and recognized over the length of the contract term, usually 120 months. The Company recognizes revenue over time for the franchise license performance obligation as the performance obligation involves a continuous transfer of control to the customer. Ongoing training is part of the franchise license performance obligation.

Revenue from Contracts with Customers (Topic 606) identifies franchise rights as an example of a symbolic license. This type of license is satisfied over time since the customer simultaneously receives and consumes the benefit as the entity performs its obligation to provide access and therefore meets the criteria of recognizing revenue over time. The Deferred Revenue related to the initial franchise fee that is allocated to this performance obligation is recognized over time using a straight-line (time lapse) measure of progress as the control of various services are provided to the customer ratably over the term of the contract. The renewal option provides continued access for the franchise rights (symbolic license) for an extended period of time and therefore would also be recognized over time (over the course of the renewal term) as it meets the above-mentioned criterion.

Royalty fees represent the majority of consideration the Company receives under franchise contracts and are recognized over time at the greater of the actual royalty earned or the contractual minimum calculated on a bi-weekly basis.

Contract liabilities include initial franchise fees received upfront for the right to use the brand “Senior Helpers”. These fees are recognized ratably over the initial term of the individual contract, which typically lasts ten years. The total balance of the contract liabilities, reflected as deferred revenue was $3,230,497, $3,207,637, and $2,507,826 as of December 31, 2024 (Successor), 2023 (Predecessor) and January 1, 2023 (Predecessor), respectively. Contract assets represent selling fees that are deferred, these include capitalized broker fees and commissions representing costs to obtain the contract, and the expense is recognized over time along with the revenue recognition. Contract assets are amortized over the expected life of the customer relationship, which is 10 years for the periods ending, March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024, and the year ended December 31, 2023 (Predecessor). The total balance of the contract assets, reflected as deferred franchise fee costs was $519,347, $1,774,668, and $1,383,937, as of December 31, 2024 (Successor), 2023 (Predecessor) and January 1, 2023 (Predecessor) respectively. The total balance of accounts receivable was $1,427,867, $1,115,349, and $912,985 as of December 31, 2024 (Successor), 2023 (Predecessor) and January 1, 2023 (Predecessor), respectively.

Disaggregation of Revenue

The following table presents the Company’s revenues disaggregated by the timing of such revenue recognized during the periods ended:

	March 20, 2024 - December 31, 2024 (Successor)	January 1, 2024 - March 19, 2024 (Predecessor)	January 1, 2023 - December 31, 2023 (Predecessor)
Timing of revenue and recognition			
At a point in time	$ 1,974,204	$ 108,654	$ 1,644,219
Over a period of time	24,793,554	6,412,704	27,374,671
	$ 26,767,758	$ 6,521,358	$ 29,018,890

Marketing Fund

General marketing fund fees received from the franchisees are recognized as revenue over time and marketing expenses are recognized when incurred within the Company's statements of operations. General marketing fund fees were $4,005,421, $1,008,098 and $4,626,645 for the periods March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor). Marketing expenses were $4,161,958, $1,008,702 and $4,339,828 for the periods March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor), respectively.

Income Taxes

The federal government does not recognize an LLC as a classification for federal tax purposes. An LLC with only one member is treated as an entity disregarded as separate from its owner for federal income tax purposes. Therefore, no provision for federal income taxes has been included in the accompanying financial statements. However, the Company is subject to state income taxes on its state taxable income.

Consolidation of Variable Interest Entities

Variable interest entities ("VIEs") applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities with its activities without additional subordinated financial support or it lacks any of characteristics of a controlling financial interest. If this definition is met, then a VIE must be consolidated into the financial statements of its primary beneficiary. The primary beneficiary is the entity, if any, that has the power to direct the activities that most significantly impact the economic performance of the entity, and that has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

The Company considers each franchise arrangement for VIE potential and evaluates such arrangements based upon financial information obtained from these franchisees. Based on this evaluation, the Company has concluded that it is not the primary beneficiary of any of its franchisees.

The Company applies the provisions of Accounting Standards Update ("ASU") No. 2018-07, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities.* Under this alternative, private companies are no longer required to apply VIE guidance to certain common control arrangements.

Adoption of New Accounting Standards

Business Combinations

During 2024, the Company adopted the provisions of Accounting Standards Update ("ASU") No. 2021-08, Business Combinations (Topic 805), Accounting for Contract Assets and Contract Liabilities from Contracts with Customers. Under ASU 2021-08, the acquirer is required to recognize and measure acquired contract balances in accordance with ASC Topic 606, Revenue from Contracts with Customers, which requires acquiring entities to apply Topic 606 to recognize and measure contract assets and contract liabilities in business combination as if the acquiring entity had originated the contract. Accordingly, the requirement in ASC 805 to recognize assets and liabilities at their acquisition date fair values no longer applies to contract assets and liabilities (e.g. deferred revenue) upon adoption of this ASU. The Company applied the new standard to the Change in Control, described in Note 3.

Subsequent Events

The Company has evaluated subsequent events for potential required disclosure through June 30, 2025, which represents the date the financial statements were available to be issued.

Note 3. Business Combination - Change in Control

As described in Note 1, on March 20, 2024, SHF Acquisition Company, Inc., 100% owner of SH Franchising LLC, was acquired by Successor Parent through purchase of 100% of the outstanding equity interest of SHF Acquisition Company, Inc .

GAAP requires that assets acquired and liabilities assumed in a business combination be recognized at their fair values as of the acquisition date with excess consideration given over the fair value of net assets to goodwill.

The following table summarizes the consideration paid for and the fair value of the assets acquired and liabilities assumed at the acquisition date:

Assets acquired	
Cash	$ 1,932,565
Receivables	2,298,258
Prepaid expenses and other current assets	1,645,617
Fixed assets	634,853
Other assets	126,249
Undeveloped franchise rights	196,709
Notes receivable	126,892
Right-of-use asset	1,077,328
Developed care programs	14,900,000
Tradename	50,050,000
Franchise relationships	56,120,000
Total identifiable assets acquired	129,108,471
Liabilities assumed	
Accounts payable and accrued expenses	1,151,655
Deferred revenue	3,469,295
Operating lease liability	1,278,097
Total liabilities assumed	5,899,047
Net identifiable assets acquired	123,209,424
Goodwill	82,886,695
Net assets acquired	$ 206,096,119

The fair value of the various components of purchase consideration transferred consisted of $206,096,119 of cash.

The fair values of the acquired identifiable assets and liabilities were determined by management with the assistance of outside valuation experts. The estimated fair values of the identifiable definite-lived intangible assets were based upon application of the income method. The use of this valuation technique involves many assumptions about future results and other factors, some of which are beyond the control of the Company. Those assumptions include projections of future revenues, operating expenses, the Company's cost of capital and discount rates, among others. Actual results could vary from the assumptions used in deriving these fair values.

The goodwill of $82,886,695 arising from the acquisition consists largely of the synergies, customer relationships and assembled workforce. None of the goodwill is deductible for tax purposes.

The Seller incurred approximately $1,237,000 of expenses related to transaction bonuses, the payment of which were contingent only upon the change in control event. The expenses are not presented in either the predecessor or successor periods, as they are presented on the line.

Note 4. Property and Equipment, Net

A summary of property and equipment, net is as follows at:

	December 31, 2024 (Successor)	December 31, 2023 (Predecessor)
Leasehold improvements	$ 347,204	$ 603,000
Computer equipment	350,039	479,581
Machinery, equipment, furniture, and fixture	86,702	173,498
Construction in progress	180,283	93,750
	964,228	1,349,829
Accumulated depreciation, and amortization	(207,192)	(573,969)
Property and equipment, net	$ 757,036	$ 775,860

Depreciation expense for the periods March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and the year ended December 31, 2023 (Predecessor) was $207,192, $68,076, and $235,939, respectively.

Note 5. Goodwill, Net

Goodwill of $82,886,695 was recognized due to the change in control, see Note 3.

Amortization for future years is as follows for the year ending December 31, 2024 (Successor):

2025	$ 8,288,670
2026	8,288,670
2027	8,288,670
2028	8,288,670
2029	8,288,670
Thereafter	35,226,844
	$ 76,670,194

The changes in the carrying amount of goodwill prior to the change in control were as follows for December 31, 2023 (Predecessor):

Balance, January 1, 2023	$ 60,703,492
Amortization expense	(7,358,000)
Balance, December 31, 2023	53,345,492
Amortization expense	(1,614,672)
Balance, March 19, 2024	$ 51,730,820

Amortization expense for the periods March 20 - December 31, 2024 (Successor), January 1 - March 19, 2024 (Predecessor) and the year ended December 31, 2023 (Predecessor) was $6,216,502, $1,614,672, and $7,358,000, respectively.

Note 6. Intangibles, Net

Intangibles assets consist of the following at:

	2024 (Successor)		
	Gross Asset	Accumulated Amortization	Net
Trademark, 27-year life	$ 50,050,000	$ (1,390,278)	$ 48,659,722
Franchise relationship, 15-year life	56,120,000	(2,806,000)	53,314,000
Developed Care Programs, 10-year life	14,900,000	(1,117,500)	13,782,500
Undeveloped franchise rights, 3-year life	196,708	(118,258)	78,450
Total intangible assets	$121,266,708	$ (5,432,036)	$115,834,672

	2023 (Predecessor)		
	Gross Asset	Accumulated Amortization	Net
Trademark, 10-year life	$ 28,800,000	$ (7,920,000)	$ 20,880,000
Franchise relationship, 10-year life	47,800,000	(13,145,000)	34,655,000
Developed Care Programs, 10-year life	15,800,000	(4,345,000)	11,455,000
Non-compete	1,500,000	(1,500,000)	-
Undeveloped franchise rights, 3-year life	453,792	(223,838)	229,954
Total intangible assets	$ 94,353,792	$ (27,133,838)	$ 67,219,954

Estimated future amortization expense of intangibles is as follows for the years ending December 31:

2025	$ 7,163,517
2026	7,085,037
2027	7,085,037
2028	7,085,037
2029	7,085,037
Thereafter	80,331,007
	$ 115,834,672

Amortization expense for the periods March 20 - December 31, 2024 (Successor) and January 1 - March 19 (Predecessor) and the year ended December 31, 2023 (Predecessor) was $5,432,036, $3,675,586, and $9,611,768 respectively.

During 2023, certain of the undeveloped franchise rights were sold for $198,000, the gain on sale is immaterial and included in operations.

Note 7. Notes Receivable

Notes receivable with franchisees consist of the following at:

	December 31, 2024 (Successor)	December 31, 2023 (Predecessor)
Notes receivable	$ 213,922	$ 658,323
Current portion	(155,535)	(563,249)
	$ 58,387	$ 95,074

Future maturities of notes receivable are as follows for the year ending December 31:

2025	$ 155,535
2026	20,545
2027	24,020
2028	13,822
	$ 213,922

Note 8. Debt

Debt consisted of the following at December 31, 2023 (Predecessor):

Dividend payable to Parent, due October 2026	$ 54,503,469
Current portion	(5,662,762)
	$ 48,840,707

The Company had a promissory note agreement with AAE, with an original principal balance of $65,000,000. The Company was scheduled to make annual principal payments by October 1 of each year until the maturity date of October 1, 2026, when the balance will be due. This amount was included within current portion of debt and debt, net of current portion in the balance sheet as of December 31, 2023 (Successor). The Company made monthly interest payments through March 19, 2024 (Predecessor). Interest accrued on the outstanding principal balance of the note at a per annum rate equal to 5.10% with payments beginning October 1, 2021. During the period January 1 - March 19, 2024 (Predecessor) and for the year ended December 31, 2023 (Predecessor), the Company recorded interest expense of $604,360 and $2,985,544, respectively. The promissory note was repaid upon consummation of the Change in Control (see Note 3).

Note 9. Member Equity

The Company had 1,000 common stock shares authorized and outstanding with a par value of $0.01 as of December 31, 2024 (Successor) and 2023 (Predecessor).

Note 10. Stock-Based Compensation

In connection with the March 20, 2024, acquisition by legal entities affiliated with PE, pursuant to the Stock Purchase Agreement, Senior Support Holdings, LP (SSH, ultimate parent of the Company) issued various equity unit awards. Under Management Securities Grant, Incentive Unit and Restricted Unit Grant Agreements of various classes of units to employees and a Director of SSH.

SSH issued 6,550 award units to employees of the Company under various classes of units that are subject to time based vesting and certain units vested on the date. As of December 31, 2024, 1,225 units were vested. The units are equity classified and have a grant date fair value ranging from $254.73 - $634. The grant date fair value was determined based on an option pricing model. The Company recognized compensation expense associated with the awards of $1,033,055. The unrecognized compensation expense totals $2.3 million and is expected to be recognized over a weighted average period of 4.22 years.

SSH issued 8,875 award units to employees of the Company under various classes of units that are subject to performance based vesting conditional on a qualifying event occurring and certain performance hurdles being met as defined in the award agreements. The awards are equity classified and the grant date fair value ranges from $254.73 - $600.14. The grant date fair value was determined using an option pricing model. No compensation expense has been recognized associated with the awards as the performance condition is not currently probable of being met. The unrecognized compensation expense totals $4.0 million.

Note 11. Leasing Arrangements

The Company leases office space. Leases with an initial term of twelve months or less are not recorded on the balance sheets. The Company does not separate lease and non-lease components for the leases as the non-lease components are not significant to the overall lease costs. The Company used its estimated incremental borrowing rate to discount the lease payments, as all of the leases do not provide a readily determinable implicit interest rate. The incremental borrowing rate for the Predecessor period represents the rate of interest that the Company would pay to borrow on a fully collateralized basis over a similar term. Upon the change in control, the Company elected to utilize the risk-free rate for assumed operating lease liabilities at the date of acquisition and prospectively.

Other required information consists of the following for the year ended December 31, 2024 (Successor) and 2023 (Predecessor):

	March 20, 2024 - December 31, 2024 (Successor)	January 1, 2024 - March 19, 2024 (Predecessor)	January 1, 2023 - December 31, 2023 (Predecessor)
Lease cost			
Operating lease cost	$ 241,598	$ 71,208	$ 284,833
Variable lease cost	48,187	5,855	30,938
Total lease cost	$ 289,785	$ 77,063	$ 315,771
Weighted-average remaining term			
Operating leases	2.89 years	2.12 years	4.1 years
Weighted-average discount rate			
Operating leases	4.30%	4.39%	0.94%
Operating cash flows for operating leases	$ 318,387	$ 85,582	$ 314,101

The schedule of future minimum lease payments is as follows for the years ending December 31:

2025	$ 386,502
2026	349,278
2027	348,463
2028	29,383
Total undiscounted cash flows	1,113,626
Present value discount	(14,847)
Total lease liabilities	1,098,779
Current portion	(378,419)
Long-term lease liabilities	$ 720,360

Note 12. Commitments and Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in ASC 450, *Contingencies*. Accordingly, no liabilities have been accrued for these matters the periods March 20 - December 31, 2024 (Successor),January 1 - March 19 (Predecessor) and the year ended December 31, 2023 (Predecessor).

During 2023, the Company became aware of sales tax exposure in several states for the period from 2020 through 2023. Management has determined that the total estimated exposure is immaterial to the financial statements. The Buyer has been indemnified for liabilities that arise related to the predecessor period. Sales tax exposure in 2024 has also been determined to be immaterial. Accordingly, no retrospective adjustments have been deemed necessary, and no current adjustments have been made to the financial statements the periods March 20 - December 31, 2024 (Successor) and January 1 - March 19 (Predecessor) and the year ended December 31, 2023 (Predecessor).

Note 13. Retirement Plan

The Company maintains a tax deferred retirement plan under the provisions of section 401(k) of the Internal Revenue Code to provide retirement benefits for all eligible employees. Participating employees may voluntarily contribute up to limits provided by the Internal Revenue Service regulations. The Company contributed $192,044, $63,816, and $192,942 to the retirement plan for the periods March 20 - December 31, 2024 (Successor) and January 1 - March 19 (Predecessor) and the year ended December 31, 2023 (Predecessor), respectively.

Note 14. Related-Party Transactions

As discussed in Note 6, the Company paid $54,503,469 to AAE along with accrued interest through March 19, 2024, a related party, upon the change in control, see Note 3.

The Company has related party receivables with SH Corporate Company, Inc. (“SH CCI”), an affiliate entity. SH CCI is 100% owned by Senior Support Holdings Corporate Acquisition, Inc. When the Company pays vendors or transfer funds for other needs, they recognize a related party receivable. For the years ended December 31, 2024 (Successor) and 2023 (Predecessor), the Company’s receivables from SH CCI were approximately $1,340,353, and $1,464,935, respectively.

Note 15. Restatement

After the date of the issuance of the audit report dated April 22, 2025, the Company determined that certain equity awards were issued as part of the acquisition on March 20, 2024 that required recognition of stock-based compensation under ASC 718 which resulted in an increase stock-based compensation by $1.0 million and an increase in operating loss and net loss. The impact of these changes are summarized in the table below:

	Originally Reported	Adjustment	Restated
Statements of Operations			
Stock-based compensation expense	$ -	$ 1,033,055	$ 1,033,055
Total operating costs and expenses	28,262,456	1,033,055	29,295,511
Operating loss	(1,494,698)	(1,033,055)	(2,527,753)
Net loss	(1,385,423)	(1,033,055)	(2,418,478)
Statements of Member Equity			
Stock-based compensation	$ -	$ 1,033,055	$ 1,033,055
Net loss	(1,385,423)	(1,033,055)	(2,418,478)

As a result of the adjustment, the statement of cash flows reflects an increase in the reported operating loss of $1,033,055, accompanied by a reconciling item in items not requiring cash for the same amount.

EXHIBIT G

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EXHIBIT H

STATE-SPECIFIC DISCLOSURES

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California Disclosure

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for SH Franchising, LLC in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

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

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. § 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. Item 3, "Litigation," shall be amended by the addition of the following paragraphs:

Under California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

5. Item 16, "Restrictions on What the Franchisee May Sell," shall be amended by the addition of the following sentence at the end of the first paragraph:

If we permit you to offer or provide any medical care or medical services, or any other services that require a state or local license or permit, you must obtain, and certify to us that you have obtained, all required licenses, permits, certificates, and authorizations before you begin to offer the additional care or services. In many states, including California, there are laws and regulations that govern the provision of medical care and/or medical services. If you provide any medical care or medical services that are covered by applicable law, you must demonstrate to us that you have complied with all laws and regulations.

6. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Disclosure Document by the state of California whenever an applicable provision is included in a Franchise Agreement.

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

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

The Franchise Agreement requires application of the laws of the State of Maryland. This provision may not be enforceable under California law.

The Franchise Agreement states that you must sign a general release if you transfer your franchise or renew or sign a successor Franchise Agreement. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000 - 31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professionals Code §§ 20000 - 20043).

7. Exhibit J, "Franchisee Compliance Certification," shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

Illinois Disclosure

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth conditions of non-renewal of a franchise agreement, along with the compensation requirements.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

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

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for SH Franchising, LLC for use in the State of Maryland shall be amended as follows:

1. We have posted a surety bond in the amount of $100,000 with the Maryland Securities Division to secure the performance of our obligations to you until the time at which you are fully operational. The surety bond is on file with the Maryland Securities Division.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

Despite any provision of the Franchise Agreement to the contrary, any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be commenced within three (3) years from the grant of the franchise or such action shall be barred.

Subject to the mediation provisions, the Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business, except for claims arising under the Maryland Franchise Registration and Disclosure Law, and for those claims (to the extent not covered by the mediation requirements), you may file suit in Maryland.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Exhibit J, "Franchisee Compliance Certification," shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

6. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise

Registration and Disclosure Law are met independently without reference to this addendum to the Disclosure Document.

Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for SH Franchising, LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

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

2. Exhibit J, "Franchisee Compliance Certification," shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

3. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

New York Disclosure

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE ORPROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided below, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size,nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felonycharge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor chargeor has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order

relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actionsaffecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions forfranchisor approval of transfer**":

> However, to the extent required by applicable law, all rights you enjoy and any causes ofaction arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Terminationby franchisee**":

> You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice offorum**", and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law ofthe State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

VIRGINIA DISCLOSURE

This Addendum relates to the Franchises sold in the state of Virginia and is intended to comply with Virginia statutes and regulations.

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

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. The following two sections apply to any Franchise Agreement entered into after June 30, 2026:

   Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

   Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

Washington Disclosure

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT I

STATE-SPECIFIC AGREEMENT AMENDMENTS

1. Illinois
2. Maryland
3. Minnesota
4. New York
5. Virginia
6. Washington

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached SH Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 13 of the Agreement, under the heading "Expiration of this Agreement," shall be supplemented by the addition of the following new paragraph 13.4, which shall be considered an integral part of the Agreement:

13.4 If any of the provisions of this Section 13 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If we refuse to renew this Agreement, we shall compensate you if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 14 of the Agreement, under the heading "Termination of Agreement," shall be supplemented by the addition of the following new paragraph 14.5, which shall be considered an integral part of the Agreement:

14.5 If any of the provisions of this Section 14.5 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

5. The following statement shall be deemed to amend the Agreement:

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached SH Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. We have posted a surety bond in the amount of $100,000 with the Maryland Securities Division to secure the performance of our obligations to you until the time at which you are fully operational. The surety bond is on file with the Maryland Securities Division.

2. Section 12.3 (8), under the heading "Conditions for Approval of Transfer," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

12.3 (8) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents; excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233);

3. Section 13.3, under the heading "Agreements/Releases," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

If you satisfy all of the other conditions for a successor franchise agreement, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for Senior Helpers Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns, excluding only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233). We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election not to be granted a successor franchise agreement.

4. Sections 17.7 "Consent to Jurisdiction" and 17.10 "Limitation of Claims" of the Agreement, shall be deleted in their entirety, and shall have no force or effect; and the following shall be substituted in their place:

17.7 You and your owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced, and you (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection you (or the owner) might have to either the jurisdiction of or venue in those courts; except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law. Nonetheless, you and your owners agree that we may enforce this Agreement in the courts of the state or states in which you are domiciled or the Franchised Business is located.

17.10 **ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF YOU AND US, OR YOUR OPERATION OF THE FRANCHISED BUSINESS (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE**

EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS OR ACTIONS SHALL BE IRREVOCABLY BARRED; EXCEPT THAT ANY AND ALL CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW (MD. CODE BUS. REG. §§ 14-201 THROUGH 14-233) SHALL BE COMMENCED WITHIN THREE (3) YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH ACTION SHALL BE BARRED. OUR CLAIMS ATTRIBUTABLE TO UNDERREPORTING OF SALES, AND CLAIMS OF THE PARTIES FOR FAILURE TO PAY MONIES OWED AND/OR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS.

5. Section 20 of the Agreement, under the heading "Acknowledgement", is modified as described below.

a. Sections 20(2), 20(6), and 20(10) are hereby deleted in their entirety.

b. Sections 20(9) and 20(12) are hereby deleted in their entirety and replaced by the following new Sections 20(9) and 20(12):

(9) That you understand and agree that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Senior Helpers Care Business, and to protect and preserve the goodwill of the Marks.

(12) That you have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you be reviewed by an attorney.

Section 20 of the Agreement, under the heading "Acknowledgments," shall be supplemented by the following:

(14) The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

(15) The Franchise Compliance Certification is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

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

6. With respect to Section 20 in the Agreement, as written in the Agreement, and not amended by this Amendment, we may review the questions and acknowledgements with you during our pre-closing meeting, and may take notes of your verbal responses for our records.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached SH Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 13.3 of the Agreement, under the heading "Agreements/Releases," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in lieu thereof:

13.3 If you satisfy all of the other conditions for a successor franchise agreement, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for Senior Helpers Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns; excluding only such claims as you may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election not to be granted a successor franchise agreement.

2. Section 13 of the Agreement, under the heading "Expiration of this Agreement," shall be supplemented by the addition of the following new paragraph:

13.4 Minnesota law provides you with certain non renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that you be given 180 days notice of non renewal of the Franchise Agreement.

3. Section 12.3 (8), under the heading "Conditions for Approval of Transfer," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

12.3 (8) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

4. Section 12 of the Agreement, under the heading "Transfers," shall be supplemented by the addition of the following new paragraph 12.9:

12.9 Minnesota law provides you with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the Franchised Business may not be unreasonably withheld.

5. Section 14 of the Agreement, under the heading "Termination of Agreement," shall be supplemented by the following new paragraph 14.5:

14.5 Minnesota law provides you with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

6. The first paragraph in Section 17.5 of the Agreement, under the heading "Mediation," shall be deleted in its entirety and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

Before you and we may bring an action in court against the other, you and we must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding and shall be conducted by the CPR Center for Alternative Dispute Resolution, under the rules established by the International Franchise Association endorsed National Franchise Mediation Program, and in accordance with its then-current rules for mediation of franchise disputes (and in the event such program is not then in existence, by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes). Notwithstanding the previous sentence, the parties may mutually agree on a mediator and/or procedures and/or venue for mediation. Notwithstanding anything to the contrary, this Section 17.5 shall not bar you or we from seeking judicial or injunctive relief for claims that are based solely on demands for money owed, or from seeking injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; including, without limitation, claims involving the Marks.

7. Section 17 of the Agreement, under the heading "Enforcement," shall be supplemented by the following paragraph 17.13, which shall be considered an integral part of the Agreement:

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

8. The following statement shall be deemed to amend the Agreement:

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

9. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____

[Name]

By:_____

Title:_____

Dated**:**_____

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached SH Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 12.3 (8) of the Agreement, under the heading "Conditions for Approval of Transfer," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

12.3 (8) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 13.3 of the Agreement, under the heading "Agreements/Releases," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

13.3 If you satisfy all of the other conditions for a successor franchise agreement, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for Senior Helpers Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns; provided, however, that all rights enjoyed by you and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680 695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. The first paragraph of Section 17.5 of the Agreement, under the subheading "Mediation," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

17.5 Mediation

Before you and we may bring an action in court against the other, you and we must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding and shall be conducted by the CPR Center for Alternative Dispute Resolution, under the rules established by the International Franchise Association endorsed National Franchise Mediation Program, and in accordance with its then-current rules for mediation of franchise disputes (and in the event such program is not then in existence, by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes). Notwithstanding the previous sentence, the parties may mutually agree on a mediator and/or procedures and/or venue for mediation. Notwithstanding anything to the contrary, this Section 17.5 shall not bar you or we from seeking judicial or injunctive relief for claims that are based solely on demands for money owed, or from seeking injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; including, without limitation, claims involving the Marks.

4. Section 17 of the Agreement, under the heading "Enforcement," shall be supplemented by the addition of the following language:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the Franchised Business will be opening in New York. We are required to furnish a New York prospectus to every prospective franchise who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Virginia Franchise Agreement Amendment

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Amendment apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

2. The following two sections apply to any Franchise Agreement entered after June 30, 2026:

   a. Section 15.4 of the Franchise Agreement is modified to provide that the post-termination non-compete restrictions will not apply to you, the franchisee, following termination or expiration of the Franchise Agreement.

   b. Section 17.6 of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the Commonwealth of Virginia.

3. Any capitalized terms that are not defined in this Amendment shall have the meaning given to them in the Franchise Agreement.

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

5. This Amendment is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Amendment and the Franchise Agreement, the terms and conditions of this Amendment shall apply.

[*Signatures are on the following page*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Washington Franchise Agreement Amendment

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

SH FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____
Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____
Title:_____
Dated**:**_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT J

SH FRANCHISING, LLC
FRANCHISEE COMPLIANCE CERTIFICATION

As you know, SH Franchising, LLC (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a "Senior Helpers" franchised care business (the "**Senior Helpers Care Business**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Another goal in asking you these questions is to be confident that you are prepared to become a Senior Helpers franchisee, that you understand the risks of owning your own business, and that we have complied with our obligations in providing you with the information required by law.

We may, in lieu of requesting that you review and sign this Questionnaire, review these questions with you during our pre-closing meeting, and may take notes of your verbal responses for our records.

1. The following dates and information are true and correct:

a.	_____,202__ Initials _____	The date of my first face-to-face meeting with any person to discuss the possible purchase of a franchise for a Senior Helpers Care Business.
b.	_____,202__ Initials _____	The date on which I received Franchisor's Franchise Disclosure Document ("**FDD**").
c.	_____,202__ Initials _____	The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
d.	_____,202__ Initials _____	The date on which I signed the Franchise Agreement.

2. Have you received and personally reviewed the Franchise Agreement, related agreement attached to it, and (if applicable) each state addendum that we provided?

   Yes _____ No _____

3. Have you received and personally reviewed our FDD?

   Yes _____ No _____

4. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

5. Do you understand the information contained in the FDD, including the Franchise Agreement, each related agreement, and (if applicable) state addendum provided to you?

Yes _____ No _____

6. Have you discussed with a professional advisor (such as an attorney, accountant, or other professional) the benefits and risks of establishing and operating a Senior Helpers Care Business as a franchised business?

Yes _____ No _____ - You are not required to do so, but we suggest that prospective franchisees seek assistance from a professional advisor as part of their evaluation process.

7. Do you understand that the success or failure of your franchised Senior Helpers Care Business will depend in large part upon your skills and abilities?

Yes _____ No _____

8. Has any employee or other person speaking on our behalf made any statement or promise to you that is contrary to the information contained in the FDD? This would include statements concerning the following:

The actual or possible revenues, profits, or likelihood of success, and/or development and operations costs that a Senior Helpers Care Business (whether owned and operated by us, you, or someone else) may experience.

The advertising, marketing, training, support service or assistance that we will furnish to you.

Yes _____ No _____

9. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____ No _____

10. Have you paid any money to us concerning the purchase of this franchise prior to today?

Yes _____ No _____

11. If you have answered "Yes" to any of questions 8-10, please provide a full explanation of each "yes" answer for questions 8-10, in the blank lines below. Additionally, if you do not understand the information contained in the FDD, the Franchise Agreement, and/or any related agreements, please describe below the

parts that you do not understand. (Attach additional pages, as needed, and refer to them below.) Otherwise, then please leave the following lines blank.

_____

_____

_____

_____

_____

12. Do you understand the territorial rights granted to you (which are described in Item 12 of our FDD)?

Yes _____ No _____

13. Do you acknowledge and represent to us (a) that you or the entity that you form to be a franchisee will be the employer of all of your employees, and will have sole discretion and authority to hire, fire, discipline, compensate and schedule working hours for, all of your employees; and (b) that we and our affiliates will have no control, or right to control, any of the employment actions or decisions in your business? *We recommend that you retain employment law counsel to advise you with your employment issues and questions.*

Yes _____ No _____

14. I signed the Franchise Agreement (and state addenda, if any) on _____, 202___, and acknowledge that no Agreement (or state addenda) is effective until signed and dated by Franchisor.

15. During my discussions and evaluations leading up to my decision to buy a Senior Helpers Care Business, I communicated with the following individuals from Franchisor or its affiliates, or independent brokers:

Name

1. _____

2. _____

3. _____

4. _____

[Insert additional names and addresses below if needed]

For California prospective franchisees: You are not required to sign this Franchisee Compliance Certification.

For Maryland prospective franchisees: **Maryland franchisees and/or outlets located in the State of MD are not to sign the Questionnaire.**

By signing this Questionnaire, you are representing to us that you have responded honestly, accurately, and completely to each of the above questions.

FRANCHISE APPLICANT

_____
Signed

_____
Printed Name

_____ , 202___
Date

EXHIBIT K

GENERAL RELEASE

The following is our current form of general release agreement that we may require a franchisee and/or transferor to sign as part of a transaction involving a successor franchise or an approved transfer. We may, in our sole discretion, periodically modify our form of the release agreement.

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on this _____day of ____ _____, 20___ (the "**Effective Date**"), by and between:

- SH Franchising, LLC a Delaware limited liability company whose principal business address is 901 Dulaney Valley Road, Suite 700, Towson, MD 21204 ("**Franchisor**"); and

- _____a [resident of] [corporation organized in] [limited liability company organized in] _____and having offices at _____
[("**Franchisee**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and Franchisee are party to a **[Franchise Agreement]** dated _____ (the "**Agreement**");

B. Franchisor and Franchisee have agreed, under the Agreement, [to execute a successor franchise agreement or extend Franchisee's rights under the Franchise Agreement (the "**Successor Transaction**")] [to permit a transfer or assignment of _____ under the Agreement (the "**Transfer Transaction**")], and, in connection with the [Successor Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Successor Transaction] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. Release. [Franchisee] [Transferor], its officers and directors and Principals, and their respective agents, heirs, administrators, successors and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors and assigns (the "**Franchisor Group**") from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which [Franchisee] [Transferor] and/or its Principals had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Agreement, the relationship created by the Agreement, or the development, ownership or operation of the Senior Helpers Care Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Agreement or the Senior Helpers Care Business. The Franchisee Group and its Principals

represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5 Notwithstanding any provisions in the Agreement requiring that certain claims or actions are subject to mediation and/or arbitration, the parties agree that any action under, arising out of, or related to, this Release, brought by either party against the other shall be brought in court, and not in a mediation or arbitration proceeding, and such action in any court, whether in federal or state court, shall be brought within the judicial district in which Franchisor has its principal place of business at the time the action is initiated, except that Franchisee may bring its legal action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law and regulations promulgated thereunder, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Release shall be interpreted and construed under the laws of the State of Maryland. In the event of any conflict of law, the laws of the State of Maryland shall prevail (without regard to, and without giving effect to, the application of Maryland conflict of law rules).

[For Minnesota Franchisees: In Section 2.5, replace the words "Maryland Franchise Registration and Disclosure Law" with Minnesota Franchise Law."]

[For Washington Franchisees: In Section 2.5, replace the words "Maryland Franchise Registration and Disclosure Law" with Washington Franchise Investment Protection Act."]

2.6. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.7. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

3. *[For California franchisees, add this paragraph]*: Each of the Franchisee Related Parties expressly waives and relinquishes all rights and benefits which either may now have or in the future have under and by virtue of California Civil Code Section 1542. The parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to

claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." For the purpose of implementing a general release and discharge as described in Section 1. above, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1. above which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

SH Franchising, LLC Franchisor	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT L

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$55,000.00 [DATE]

1. Promissory Note. FOR VALUE RECEIVED, the undersigned _____ and _____ (hereinafter collectively referred to as "Makers" or "Borrowers"), do hereby promise to pay to the order of SH Franchising, LLC or its assignees (sometimes herein collectively called the "Lender" or the "Holder") at said offices or at such other place or places as the Holder hereof may from time to time designate in writing, the principal sum of Fifty-Five Thousand Dollars ($55,000.00), together with simple interest thereon at the rate of eight percent (8%) per annum.

2. Payment of Note. All other sums payable under this Promissory Note (this "Note") shall be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. This Note shall be paid over a [*two (2) year/three (3) year period*] via equal monthly installments, on the 1st day of each month beginning _____ as per the payment schedule provided on Exhibit #1 attached hereto and incorporated by reference herein. All payments made on the Note shall be applied first to interest accrued (if any) and the balance to the reduction of principal. The making of any payment other than in immediately available funds shall be subject to collection and interest shall continue to accrue until the funds by which payment is made are available to Holder for its use. This Note may be prepaid in whole or in part without premium or penalty. Makers shall pay to the Holder a late charge of five percent of any installment not received by the Holder within five days after the installment is due. All payments shall be made via wire transfer or such other payment method that Holder approves in writing.

3. Event of Default. An Event of Default shall include the following: (1) Makers' failure to pay interest or principal on this Note when due in accordance with the terms of this Note; (2) any Maker commences any voluntary proceeding under the Bankruptcy Laws of the U.S., or

fails to obtain the dismissal of any involuntary proceeding against any Maker under said Bankruptcy Laws within sixty (60) days from commencement thereof; (3) any Maker makes an assignment for the benefit of creditors; (4) a petition or application to any court or tribunal, at law or in equity, is filed by or against any Maker for the appointment of any receiver or trustee for Maker or any of Maker's property; (5) any Maker's breach any of the terms of this Note or a breach of the terms of the Franchise Agreement between any Maker or their/his/her affiliates and SH Franchising, LLC; or (6) any of the Franchise Agreements between any Maker or their/his/her affiliates and SH Franchising, LLC have been terminated. If an Event of Default under this Note occurs, then and in any such event, the entire principal sum outstanding, together with accrued interest thereon, shall at once become due and payable at the option of the Holder of this Note without further notice. Failure of the Holder of this Note to exercise any of the above options to accelerate payment if an Event of Default occurs shall not constitute a waiver of the right to exercise the same in the event of any such default or any subsequent default.

In the event, after an Event of Default which is not cured within any applicable grace period, counsel is employed by the Holder hereof to collect this obligation Makers hereby agree to pay the reasonable attorney's fees so incurred by Holder whether or not suit be brought, and all other costs and expenses reasonably connected with collection.

If an Event of Default occurs which is not cured within any applicable grace period, the HOLDER MAY PURSUE ANY RIGHTS AND REMEDIES UNDER THE LAW.

4. Severability. In case any provision (or any part of any provision) contained in this Note shall for any reason be finally held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal or unenforceable.

5. Joint and Several Liability. Presentment, notice of dishonor, and protest are hereby waived by Makers and all borrowers, sureties, guarantors, and endorsers hereof. This note shall be the joint and several obligation of each Maker and all borrowers, guarantors, sureties, and endorsers, and shall be binding upon them and their successors and assigns.

6. Notices. To the extent any notices are given, all notices hereunder shall be given in writing, and shall be deemed given if and when mailed by first class certified or registered mail, return receipt requested, with proper postage prepaid, addressed to the (A) Holder at 901 Dulaney Valley Road, Suite 700, Towson, MD 21204 Attention: Peter Ross, (B) addressed if to the Makers hereof to _____, or to such other address as either party may from time to time designate to the other by like written notice given at least ten (10) days prior to the date such change becomes effective.

7. Miscellaneous Provisions. Nothing contained herein shall be deemed to limit or impair the enforcement against any property which may from time to time be given to the Lender as security for the performance of the Makers' obligations hereunder, of the rights and remedies of the Holder under any instruments evidencing or securing the indebtedness described herein.

This Note shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Holder may freely transfer or assign this Note without the consent of Makers.

The validity and construction of this Note and all matters pertaining thereto are to be determined and construed according to the laws of the State of Maryland. Makers agree to subject themselves to the jurisdiction of the courts of the State of Maryland and irrevocably submit to the jurisdiction of those courts and waive any objection they might have to either the jurisdiction of or venue in those courts.

[Signature page follows]

WITNESS the execution hereof by the Makers on the date first hereinabove written.

_____
[GUARANTOR OF FRANCHISEE]

[FRANCHISEE]

By: _____

EXHIBIT #1

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
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22					
23					
24					
25					
26					
27					
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33					
34					
35					
36					

STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	
Hawaii	NA
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	NA
Rhode Island	
South Dakota	NA
Virginia	
Washington	
Wisconsin	

EXHIBIT M

RECEIPTS

ITEM 23 • RECEIPTS

(To be retained by Franchisee)

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 SH Franchising, LLC offers you a franchise, we must provide this Disclosure Document to you:

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) 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 SH Franchising, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate agency listed in Exhibit B.

The franchisor is SH Franchising, LLC, located at 901 Dulaney Valley Road, Suite 700, Towson, Maryland 21204. Its telephone number is (866) 353-3743.

Issuance date: April 29, 2026.

The franchise seller is:

Mr. Rob Cantrell, Chief Franchise Development Officer, or SH Franchising, LLC, at
901 Dulaney Valley Road, Suite 700
Towson, MD 21204
(410) 337-5494

Any additional individual franchise sellers involved in offering the franchise are:

_____

SH Franchising, LLC authorizes the respective agencies identified on Exhibit C to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 29, 2026 (the effective date in certain states is listed on the State Effective Dates Page) that included the following Exhibits:

A. Franchise Agreement
B. List of State Administrators
C. Agents for Service of Process
D. List of Current Senior Helpers Franchisees
E. List of Former Senior Helpers Franchisees
F. Financial Statements
G. Table of Contents for Manual
H. State-Specific Disclosures
I. State-Specific Agreement Amendments
J. Franchisee Compliance Certification
K. General Release
L. Form of Promissory Note
M. Receipts (2 copies)

_____
Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____

_____

ITEM 23 • RECEIPTS

(To be signed, dated, and sent to Franchisor)

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 SH Franchising, LLC offers you a franchise, we must provide this Disclosure Document to you:

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) 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.

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L. Form of Promissory Note
M. Receipts (2 copies)

_____
Received

_____
Prospective Franchisee

_____
Name (please print)
Address: _____

_____

_____