FRANCHISE DISCLOSURE DOCUMENT

LIVING ASSISTANCE SERVICES, INC.
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Bryn Mawr, PA 19010
(800) 365-4189
(610) 924-0630
www.visitingangels.com
www.livingassistance.com
A Corporation of the State of Delaware

You will operate a Franchised Business which provides non-medical home care giving services to adult clients in their homes.

The total investment necessary to begin operation of a Visiting Angels franchise is $125,460.00 to $171,150.00. This includes $51,950.00 to $89,950.00 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to 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.**

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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.

Issuance Date: April 10, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B 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 VISITING ANGELS 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 VISITING ANGELS franchisee?	Exhibits C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 Pennsylvania. 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 Pennsylvania than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty and other 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.

ADDITIONAL DISCLOSURES FOR THE STATE OF MICHIGAN.

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

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

(a) A prohibition 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 provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than five 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 six months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are un-audited, and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7117
miag@michigan.gov

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Item 1: The Franchisor, Predecessors and Affiliates

To simplify the language in this Franchise Disclosure Document, "we" "us", or "our" means the Franchisor, LIVING ASSISTANCE SERVICES, INC. (LAS), trading as “VISITING ANGELS, Living Assistance Services, or VISITING ANGELS. In some instances, "you" or "your" means you as the person, partnership or corporation (and its owners) who is looking into the possibility of buying our franchise and may make application to us to buy a franchise. In most other instances in this document, "you" or "your" means you as the person, partnership or corporation who has become an actual franchisee after having purchased our franchise. The license which we may provide to you to own and operate a business of the type described in this franchise disclosure document is called the "Franchise". The business which you would own under the Franchise which we may provide to you is called the "Franchised Business".

We are LIVING ASSISTANCE SERVICES, INC. (LAS). We are a corporation of the State of Delaware. We were incorporated September 25, 1998. We do business under the name “VISITING ANGELS, Living Assistance Services” or “VISITING ANGELS”. We do not do business under any other name. Our principal place of business is: 937 Haverford Road, Suite 200, Bryn Mawr, PA 19010. We have no parents who at any time owned the major portion of our corporation or its assets. We have no predecessors who at any time owned the major portion of our corporation or its assets. We have no persons or companies affiliated with us (affiliates) who offer franchises in any line of business or who provide products or services to our franchisees. The name and address of an agent for service of process is the same as our corporate address for all Pennsylvania residents. The address of an agent who may receive service of process for our company may differ from our corporate address depending upon your state of residence (see Item 23 of this document).

We (the Franchisor corporation) do not operate a business similar to the type being offered to you. Other Directors of our corporation have owned or operated similar businesses beginning in 1980, 1990, 1995, 1998, and 2000. One director has operated a franchise consulting business since 1987. Five directors are registered nurses. Four have owned or operated private duty home care agencies.

We developed our franchise program prior to the date we incorporated. We have not offered franchises in any other business of any type. We do not engage in any other type of business. One of our directors/stockholders currently owns and operates a business similar to the type offered to you; however, this business is not owned by our corporation. We began offering franchises in non-registration states in September of 1998.

You will operate a franchised non-medical (“private duty”) home care giving business for homebound adult clients under the name VISITING ANGELS, Living Assistance Services. We require that you rent or purchase a commercial location. You may lease a shared executive office service. Your Franchised Business must be located in an actual street business address (PO Boxes and UPS store or “shipping store” locations not accepted by us) to be centrally located in your Protected Territory. If your business office address has not been inserted into this Agreement upon signing of this Agreement, you may not establish your Franchised Business location without our written approval. Once established, you may not relocate the Franchised Business address without our written approval.

We will grant you a Protected Territory (see Item 12) which will be established based upon mutual agreement between you and us and the boundaries of which will be inserted into the Franchise Agreement. Your Franchised Business must be located within the Protected Territory assigned to you. If you are operating your business on a full-time basis, initially, then you will need no employees to conduct business, except for the caregiver staff which will vary based on the number of clients to whom you are providing services at any specific time.

The market for our service is well established and continuing to grow. You will sell your products and services to clients who hear about your Franchised Business as result of direct marketing by you to sources of referrals in your region who we will make known to you in your initial training class. You will sell your services to adult clients and/or their families. In most states, the business does not vary as to seasons. The laws which apply to our business, which you will need to become aware of, are laws concerning legal definitions of personal care or "hands on" care in each region, workers' compensation, and possible licensing and/or certifications required by your state to provide specific services, payroll and minimum wage and overtime pay requirements (Wage and Hour), etc. Your competitors will include certain home health agencies and other home care giving or companion care businesses.

All VISITING ANGELS, Living Assistance Services franchises are assigned by invitation from our company. We reserve the right to be selective in assigning franchises. If we present this document to you for your review, this does not mean that we are offering you a franchise at this time or at any time in the future. When you sign the Franchise Agreement, we do not approve it until we provide you with a copy signed by us. If we do not sign the Franchise Agreement, this will mean that we have not approved it and we will return your check which you gave us for the Initial Franchise Fee within five business days from the date that we received it from you along with the original Franchise Agreement which you signed. We do not accept individuals as franchisees simply because an application was submitted to us. The nature of our business is such that only those individuals who have a true concern and caring interest in elderly people and in their well being have the potential to be successful. Individuals who are simply "bottom line" oriented and who are interested in this opportunity for no other reason than the amount of money which potentially may be earned are virtually guaranteed to be unsuccessful. We are also concerned to see to it that a variety of factors in your present life situation are consistent with the factors we know to be necessary to start and grow a successful business in the home care giving industry. We make our decision to invite you to become a "Visiting Angels" franchisee based on these factors. We do require you to attend a Visiting Angels Open House prior to being assigned the franchise. A primary interest of ours will be to determine that you have the financial resources to support yourself and your family for a minimum of one year as the new Franchised Business is in its developing stages. Most of the home caregiver agencies that we are familiar with required 2-4 years to reach maturity.

Note for California Residents only:

Pursuant to the Home Care Services Consumer Protection Act of 2013 (the "Act"), you must conform to the Licensure and Certificate requirements of the Home Care Services Bureau ("HCSB") effective January 1, 2016. The Act will apply to California agencies that provide home care services to consumers. Home care services as related to this Act include nonmedical services and assistance provided by a registered home care aide to a client who, perhaps because of

advanced age or physical or mental disability, cannot perform these services. These services enable the client to remain in his or her residence and include, but are not limited to, assistance with the following: bathing, dressing, shopping, eating, exercising and personal hygiene and grooming. For further information about the Home Care Services Consumer Protection Act, please visit the following website: http://ccld.ca.gov/PG3654.htm

Item 2: Business Experience

Lawrence Meigs: President/CEO
September 1998 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Scott Parrish, MBA: Executive Vice President
October 2008 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Karon Austin: Senior Vice President Operations
February 2008 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Cathy Berg: Associate Senior Vice President Operations
May 2009 to Present – Living Assistance Service, Inc. (Visiting Angels), Bryn Mawr, PA

David Ritterling: Senior Vice President Development
December 2004 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Richard Bitner: Senior Vice President Marketing
November 2002 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Dan Drennen: Senior Vice President Brand Administration
September 2009 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Jerry Capaccio: Associate Senior Vice President Franchise Development
October 2013 to Present: Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Mary Lou Capuzzi: Senior Franchise Advisor
February 2003 to Present: Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Bonnie Reid: Vice President of Program Development
November 2011 to Present – Living Assistance Services, Inc. (Visiting Angels), Bryn Mawr, PA

Jeannie Vestrum: Director of Program Development
October 2017 to Present – Living Assistance Service, Inc. (Visiting Angels), Bryn Mawr, PA

Barbara Faust: Director of Operations
October 2017 to Present- Living Assistance Service, Inc. (Visiting Angels), Bryn Mawr, PA

Item 3: Litigation

The franchisor is/was party to the following material civil actions in the 10-year period immediately before the disclosure document issuance date:

Living Assistance Services, Inc. vs. Brenda J. Myers and Caregivers of Ohio, LLC, in E.D. Pa. Civil Action No. 2:21-cv-03121, filed on July 14, 2021, by Franchisor against a former franchisee for breach of contract, misappropriation of trade secrets and unfair competition. Franchisee's franchise agreement was terminated for cause, due to failure to pay fees owed to Franchisor. Franchisor instituted the above referenced claim after franchisee refused to cease operating its business in accordance with the termination notice. On March 14, 2022, Franchisor filed a motion for entry of default due to Caregivers of Ohio, LLC's failure to obtain counsel within the required time. On April 15, 2022, the court granted the request for entry of default. On December 1, 2023, the Franchisor and Ms. Myers entered into a settlement agreement wherein Franchisor paid to Ms. Myers a sum equal to $7,500 and each party agreed to a mutual release and to dismiss all applicable claims. On January 1, 2024, the Franchisor and Caregivers of Ohio, LLC entered into a settlement agreement wherein Caregivers of Ohio, LLC paid to Franchisor a sum equal to $10,000 and each party agreed to a mutual release and to dismiss all applicable claims.

Living Assistance Services, Inc. vs Andrew Francis Block, in E.D. Pa. Civil Action 2:23-cv-01103 filed on March 21, 2023, by Franchisor against a former franchisee for breach of contract, trademark and trade dress infringement, and unfair competition. Franchisee's franchise agreement was terminated for cause, due to failure to pay fees owed to Franchisor and for complaints received by customers about Mr. Block. Franchisor instituted the above referenced claim after franchisee refused to cease operating its business in accordance with the termination notice. The parties entered into a Settlement Agreement and Mutual Release on July 24, 2023, wherein Mr. Block agreed to cease operating using Franchisor's Marks and pay $25,000 to Franchisor in exchange for mutual releases and Franchisor dismissing the case.

Other than these actions, no litigation is required to be disclosed in this item.

Item 4: Bankruptcy

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

Item 5: Initial Fees

All franchisees (which may be entities or individuals) that purchase a start-up franchise from us pay an Initial Franchise Fee to us ranging from $51,950.00 to $89,950.00 (amount varies based on size of territory) when they sign the Franchise Agreement. The Initial Franchise Fee is $64,950.00 for a Protected Territory of 200K population. The total of initial fees which you pay to us prior to opening the Franchised Business will equal $51,950.00 to $89,950.00 for the Initial Franchise Fee.

The Initial Franchise Fee will be $51,950.00 in all regions in which a radius of 30 miles with the Franchised Address at the center comprises a population of 100,000 or less (and in which the Protected Territory will not exceed 100,000 in population). In all regions in which the Protected

Territory will be greater than 100,000 and up to 200,000 in population, the Initial Franchise Fee will be $64,950.00 (Standard Franchise) and proportionately higher in instances in which the population of the Protected Territory exceeds 200,000. In all regions in which the Protected Territory totals 325,000 in population, the Initial Franchise Fee will be $89,950.00.

All individuals/franchisees/entities that purchase existing/established franchises from any of our existing franchisees (Transfer of Franchise) pay an Initial Franchise Fee to us in the minimum amount of $15,950.00 which is payable at the time that you sign the Franchise Agreement (the amount varies based on the size of the Protected Territory assigned to your Franchise). In all regions in which the Protected Territory will be up to 325,000 population the Initial Franchise Fee will be $15,950.00. In all regions in which the Protected Territory will be greater than 325,000 population up to 500,000 population the Initial Franchise Fee will be $22,950.00. In all regions in which the Protected Territory will be greater than 500,000 population up to 750,000 population the Initial Franchise Fee will be $29,950.00. In all regions in which the Protected Territory will be greater than 750,000 population up to 1,000,000 population the Initial Franchise Fee will be $37,950.00. In all regions in which the Protected Territory will be greater than 1,000,000 population up to 1,250,000 population the Initial Franchise Fee will be $45,950.00. In all regions in which the Protected Territory will be greater than 1,250,000 population the Initial Franchise Fee will be $49,950.00. The Initial Franchise Fees described in this Paragraph will not be applicable to any purchases of additional territory approved by us subsequent to the date of signing of this Agreement. The Initial Franchise Fee is nonrefundable upon signing of the Franchise Agreement with the following exception: If we decide not to sign your Franchise Agreement, this will mean that we have not approved it and we will return your check which you gave us for the Initial Franchise Fee within five business days from the date that we received it from you along with the original Franchise Agreement which you signed.

Our Use of Initial Franchise Fees:

Our use of your Initial Franchise Fee is determined at our sole discretion and may be allocated by us as follows:

1. Guidance provided by us for the start-up of your business;
2. Assistance and continuing guidance for your Franchised Business;
3. Legal fees, accounting fees and fees necessary for us to maintain compliance with Federal, State and other laws;
4. Employees' salaries, commissions and fringe benefits;
5. Enforcement and protection of all of our Marks, secrets and commercial methods which you will use;
6. Our training expenses on your behalf;
7. Our Profit;
8. Selling, marketing, advertising, general and administrative expenses;
9. Expenses previously incurred in connection with the development, registration, and protection of all of our Marks, patents and copyrights licensed to you;

The Initial Franchise Fee charged is uniform in all cases.

Item 6: Other Fees

OTHER FEES

Type of Fee*	Amount/Remarks	Due Date	Remarks
Royalty/Gross Monthly Service Fee	3.5% of total Gross Revenues; 3.25% after $125,000.00 per month revenues are reached; 3.0% after $225,000.00 per month are reached. Minimum $495.00 ($625.00/month in 325K pop. territory) by 2nd month after training; minimum $650.00 per month ($825.00/month in 325K pop. territory) in the 24th month; minimum $875.00 per month ($1,075.00/month in 325K pop. territory) in the 48th month. Minimum $1,095.00 per month ($1,295.00/month in 325 K pop. territory) in the 60th month. For Franchises in an initial Renewal Term (2nd Term): minimum $1,595.00 (Minimum Gross Service Fee) per month ($1,895.00 per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population)	Payable monthly on the tenth day of each month	Paid to Franchisor. Non-refundable.*
Cooperative Advertising	$425.00 per month ($575.00/month in 325K pop. territory) or 2.5% of your Gross Revenues if higher; 2.25% of Gross Revenues after $150,000.00 per month revenues are reached if higher; 2.0% of	Payable monthly on the tenth day of each month	

Type of Fee*	Amount/Remarks	Due Date	Remarks
	Gross Revenues after $250,000.00 per month revenues are reached if higher; Due the 2nd month after the conclusion of training class. Increases to the minimum $550.00 (minimum $695.00 in 325K pop. territory) per month in the 24th month; $750.00 (minimum $950.00 in 325K pop. territory) per month in the 48th month; $895.00 (minimum $1,195.00 in 325K pop. territory) per month in the 60th month. For Franchises in an initial Renewal Term (2nd Term): minimum monthly payment of $995.00 (minimum $1,295.00 per month for territories of at least 300K population or proportionately higher for franchises larger than 300,000 population; $1,595.00 per month for territories of at least 400K population or proportionately higher for franchises larger than 400,000 population)		
Email Fee	Then-current fee, which is currently $20.00-$120.00 per user, per year, depending on the type or email account you request.	As incurred; billed monthly.	At your request and for our then-current Email Fee, we will provide email accounts for your employees with the domain "@visitingangels.com". The Email Fee is intended to cover a portion of our costs to provide and administer properly branded email

Type of Fee*	Amount/Remarks	Due Date	Remarks
			accounts. The amount of the Email Fee depends on the type of email account that you choose. We reserve the right to increase this fee at any time as our costs change.
Technology Fee	Our then-current fee, not currently charged.	Annually	We reserve the right to implement and require you to pay our then-current Technology Fee, which is intended to cover a portion of our costs to provide and administer scheduling software, our current intranet and other technology used by Visiting Angels franchisees.
Additional Training	Currently, $3,500.00 per person	Prior to attending training	This fee may increase in the future upon written notice from us.
Additional Assistance	Paid by service fee	10th day of each month	
Transfer	Transferring Franchisee: $9,500.00 to $25,000.00 or 2.5% of sale price, if greater; based on sale price Purchasing Franchisee: $15,950.00 for up to 325K population, $22,950.00 for up to 500K population, $29,950.00 for up to 750K population, $37,950.00 for up to 1M population, $45,950.00 for up to 1.25M population and $49,950.00 for above 1.25M population.	Before consummation of transfer	

Type of Fee*	Amount/Remarks	Due Date	Remarks
Audit	Cost of Audit plus 10% interest on underpayment**	30 days after billing	
Renewal Fee	$10,000.00	30 days before renewal	
Attendance Fee for National Conference	$899.00	Prior to the date of National Conference	This fee may increase in the future upon written notice from us.
Minimum Annual Purchase Requirement	N/A	N/A	
Insurance Fee	Dependent on circumstances	When incurred	You may be required to reimburse us for the cost of purchasing insurance for you if you fail to maintain sufficient coverages.
Indemnification Fee	Dependent on circumstances	When incurred	You must indemnify us for claims related to the operation of your franchise business.
Attorneys' Fees	Dependent on circumstances	When incurred	We may recover reasonable legal costs and attorneys' fees.
Late Fees	10% of service fee immediately due, .167% each day after	As assessed	

* All fees are imposed by us and are payable to us. All fees are non-refundable. Unless indicated above, the fees in the above chart are uniformly imposed and collected.
** Interest begins from the date of the underpayment.

We will not refund any fees paid to us. Fees or monies spent with third parties may or may not be refundable depending on the policies of the third party.

Percentage basis of Gross Service Fee (Royalties) for initial (Start-up) Franchises):

You will pay to us, a Service Fee ("Gross Service Fee"), paid monthly, in the amount of 3.5% of the Gross Revenues (paid/collected receipts which include the wages of the caregivers) of your

Franchised Business during each corresponding month, less any amounts which you collect to be paid to state(s) and/or Federal Government as sales taxes (see definition of Gross Revenues below).

In any month in which your Franchised Business receives Gross Revenues of $125,000.00 per month or greater, you will pay us a Gross Service Fee in the amount of 3.25% of the Gross Revenues (paid/collected receipts) of the Franchised Business less any amounts to be collected as sales taxes.

In any month in which your Franchised Business receives Gross Revenues of $225,000.00 per month or greater, you will pay us a Gross Service Fee in the amount of 3.0% of the Gross Revenues (paid/collected receipts) of the Franchised Business less any amounts to be collected as sales taxes.

Due Dates and Minimum Service Fee Payments:

You will pay us the Monthly Gross Service Fee each month on the 10th day of the month based upon the gross business transacted during the preceding month. You must send us a report along with the Monthly Gross Service Fee on forms which we will provide for you showing how you computed the Monthly Gross Service Fee. Payment of the Monthly Gross Service Fee must be received by us by 10th day of the second month after the conclusion of your initial training program (no longer than 60 days following the conclusion of your initial training class).

Monthly Minimum Gross Service Fees assigned after purchases of existing, operating franchises either in initial term or subject to a Renewal Term:

[If you are purchasing an existing Visiting Angels franchise that has surpassed the initial franchise term and is subject to a Renewal Franchise Agreement (Renewal Term), the below Minimum Gross Service Fees will correspond to those in our current Renewal Franchise Agreement (instead of those published in our current Franchise Disclosure Document for initial term "start-up" franchises). If the franchise has not yet been renewed, the Minimum Gross Service Fees will be assigned corresponding to the number of months that the franchise has previously existed (subsequent to the date of the previous owner's original franchise agreement), or, at our option, according to and/or increased proportionately to the schedule of Minimum Monthly Service Fees as set forth in the previous franchisee's original franchise agreement. These amounts will be set forth in the draft of the franchise agreement provided to you]

Monthly Minimum Service Fees in the event of Renewal of the Franchise.

For Franchises in an initial Renewal Term (2nd Term): minimum $1,595.00 (Minimum Gross Service Fee) per month ($1,895.00 per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population).

If you are purchasing an existing (operating) Visiting Angels Franchise that is in its initial franchise term (first ten years), please review the attached Exhibit titled, "Franchise Agreement [Transfer of Franchise]", particularly paragraphs 7.1, 7.2 & 8.1 for Minimum and percentage basis of Monthly Gross Service Fee and Cooperative Advertising Fee.

Monthly Minimum Gross Service Fees for initial (Start-up) Franchises:

i. Your payment of the Monthly Gross Service Fee to us will equal a minimum of **$495.00** per month (Minimum Gross Service Fee) beginning with the first Gross Service Fee payment due (**$625.00** per month for franchises with protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you will pay the greater amount.

ii. Your payment of the Monthly Gross Service Fee to us will equal a minimum of **$650.00** per month (Minimum Gross Service Fee) beginning (due) in the 24th month (due on the 10th day of the 24th month) after the conclusion of your initial training program (**$825.00** per month for franchises with protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you will pay the greater amount.

iii. Beginning (due) in the 48th month (due on the 10th day of the 48th month) after the conclusion of your initial training class, your payment of the Minimum Gross Service Fee to us will equal a minimum of **$875.00** per month (**$1,075.00** per month for franchises with protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you will pay the greater amount.

iv. Beginning (due) in the 60th month (due on the 10th day of the 60th month) after the conclusion of your initial training class, (and thereafter for the remainder of the Franchise Agreement) your payment of the monthly Minimum Gross Service Fee to us will equal a minimum of **$1,095.00** per month (**$1,295.00** per month for franchises with protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you will pay the greater amount.

Provisions on Service Fees for Additional Franchises and/or Additional Protected Territory:

In the event that you purchase additional franchises in the future, you would be required to pay a Monthly Gross Service Fee for the additional franchise that are separate from and additional to those outlined in the Franchise Agreement including additional/increased Minimum Gross Service Fees. In the event that you purchase or acquire additional Protected Territory (additional population) as a part of the initial Franchise Agreement assigned to you, (even if no additional fee was paid for this additional population), upon execution of the Agreement in the amount of 25% or more greater than the standard size Protected Territory assigned to Visiting Angels Franchises (standard size 200,000 population), or if the population of your Protected Territory increases in size in the amount of 25% or greater than the standard size Protected Territory (200,000 population) based on growth in population, the Minimum Gross Service Fee which you pay will increase during the term of the Agreement proportionate to the size of the additional Protected Territory (above the baseline of 200,000 population or 325,000 population, if the population of your Protected Territory is greater than 325,000, pursuant to paragraph 7.2 a of the Franchise

Agreement). The Franchise Agreement provides no guarantee of any specific purchase price for any potential additional territory that may be purchased by you, or that any additional territory will be sold to you.

Gross Revenues Defined:

Gross Revenues means all sums (paid/collected receipts), property, or other value which you receive whether in cash or in kind without deductions of any type, resulting directly or indirectly from services rendered to clients in the normal operation of your Franchised Business. Gross Revenues includes all revenues received by the Franchised Business to be paid to caregivers as wages and total compensation and includes compensation paid directly to caregivers by clients. Gross Revenues does not include sales taxes or discounts.

Late Fees:

We will charge you a late fee of 10% of the total Service Fee due; if you have not paid the Service Fee to us on the date it is due. You will pay additional late charges for each day for which the Service Fee is late beyond the due date of $100.00 per month or 5% per month (.167% per day) of the total Service Fee due, whichever is greater. We will consider you to be in default of the Franchise Agreement without notice, if we do not receive payment 10 or more days after the date due.

Audit and Deficiency Payments:

If we conduct an audit of your Franchised Business, and find that you have failed, for whatever reason(s), to properly report your Gross Revenues to us, you shall pay any deficiency we discover within 15 days after the discovery of the deficiency or the completion of the audit, whichever is sooner.

Cap On Possible Increases In Service Fees Upon Renewal Of Franchise:

Upon any renewal of your franchise, your Gross Service Fee will not increase to more than 3.5% of monthly gross revenues.

Minimum Cooperative Advertising Fees assigned after purchases of existing, operating franchises either in initial term or subject to a Renewal Term:

If you are purchasing an existing Visiting Angels franchise that has surpassed the initial term and is subject to a Renewal Franchise Agreement (Renewal Term), the below Minimum Cooperative Advertising Fees will correspond to those in our current Renewal Franchise Agreement (instead of those published in our current Franchise Disclosure Document). If the franchise has not yet been renewed, the Minimum Cooperative Advertising Fees will be assigned corresponding to the number of months that the franchise has previously existed (subsequent to the date of the previous owner's original franchise agreement), or, at our option, according to and/or increased proportionately to the schedule of Minimum Cooperative Advertising Fees as set forth in the previous franchisee's original franchise agreement. These amounts will be set forth in the draft of the franchise agreement provided to you.

Minimum Co-op Advertising Fees in the event of Renewal of the Franchise:

For Franchises in an initial Renewal Term (2nd Term): minimum monthly payment of $995.00 (minimum $1,295.00 per month for territories of at least 300K population or proportionately higher for franchises larger than 300,000 population; $1,595.00 per month for territories of at least 400K population or proportionately higher for franchises larger than 400,000 population).

If you are purchasing an existing (operating) Visiting Angels Franchise that is in its initial franchise term (first ten years), please review the attached Exhibit titled, "Franchise Agreement [Transfer of Franchise]", particularly paragraphs 7.1, 7.2 & 8.1 for Minimum and percentage basis of Monthly Gross Service Fee and Cooperative Advertising Fee.

Monthly Minimums and percentage basis of Cooperative Advertising Fees for initial (Start-up) Franchises:

You must pay a monthly Cooperative Advertising Fee in the minimum amount of $425.00 (minimum $575.00 per month for territories of at least 325K population) per month; or 2.5% of your Gross Revenues if higher; or 2.25% of your Gross Revenues if higher, in any month in which at least $150,000.00 per month Gross Revenues is achieved; or 2.0% of Gross Revenues if higher, in any month in which at least $250,000.00 per month Gross Revenues is achieved; due in the 2nd month after the conclusion of your training class. If you are located in a State that requires a license to commence offering "hands on" services, the first payment of your monthly Cooperative Advertising Fee will be due to be paid to us in the 6th month after the conclusion of your training class (on the 10th day of the month) or on the 10th day of the first month after you receive the license required by your State, whichever is sooner. **If you obtain the license from your State needed to offer "hands on care" prior to attending our training class or within 30 days after attending our training class, your first payment of the monthly Cooperative Advertising Fee will be due on the date specified in the Franchise Agreement.** You must complete and submit the application that is required for your State's license to the appropriate department in your State within 60 days after the conclusion of your initial training class. If you do not submit required application to your State within this time period, the Minimum Cooperative Advertising Fee will be due to be paid by us on the date inserted in the Franchise Agreement. The Cooperative Advertising Fee will be used to purchase display advertising and other advertising on a national basis for the purpose of soliciting potential clients for home care services on your behalf and for other franchises in the franchise system. All inquiries which originate from your Protected Territory resulting from advertisements which are placed using funds from Cooperative Advertising Fees will be distributed to you by us.

The monthly Cooperative Advertising Fee will increase to $550.00 (minimum $695.00 per month for territories of at least 325K population) per month; or 2.5% of your Gross Revenues if higher, or 2.25% of Gross Revenues in any month in which at least $150,000.00 per month Gross Revenues is achieved (if higher); or 2.0% of gross revenues in any month in which at least $250,000.00 per month gross revenues is achieved (if higher); beginning (due) in the 24th month (due on the 10th day of the 24th month) after the completion of your initial training class.

The monthly Cooperative Advertising Fee will increase to minimum $750.00 (minimum $950.00 per month for territories of at least 325K population) per month or 2.5% of your Gross Revenues

if higher, or 2.25% of Gross Revenues in any month in which at least $150,000.00 per month Gross Revenues is achieved (if higher); or 2.0% of gross revenues in any month in which at least $250,000.00 per month gross revenues is achieved (if higher); beginning (due) in the 48th month (due on the 10th day of the 48th month) after the completion of your initial training class.

The monthly Cooperative Advertising Fee will increase to $895.00 (minimum $1,195.00 per month for territories of at least 325K population) per month or 2.5% of your Gross Revenues if higher, or 2.25% of Gross Revenues in any month in which at least $150,000.00 per month Gross Revenues is achieved (if higher); or 2.0% of gross revenues in any month in which at least $250,000.00 per month gross revenues is achieved (if higher); beginning (due) in the 60th month (due on the 10th day of the 60th month) after the completion of your initial training class (and thereafter for the remainder of the Franchise Agreement).

Provisions on Minimum Coop Advertising Fees for Additional Protected Territory:

In the event that you purchase or acquire additional Protected Territory (in addition to the standard size territory) as part of the Franchise Agreement in the future, you would be required to pay additional Cooperative Advertising Fees including Minimum Monthly Fees. In the event that you purchase or acquire additional Protected Territory as a part of the Franchise Agreement in the amount of 25% or more of the standard size Protected Territory assigned to Visiting Angels Franchises (standard size 200,000 population), or if the population of your Protected Territory increases in size in the amount of 25% or greater than the standard size Protected Territory (200,000 population) based on growth in population, the Minimum Cooperative Advertising Fees which you pay will increase proportionately (as part of the Franchise Agreement) with the size of the additional Protected Territory (above the baseline of 200,000 population or 325,000 population, if the population of your Protected Territory is greater than 325,000, pursuant to paragraph 8.1 of the Franchise Agreement), both in the amount of the initial Cooperative Advertising Fee payment and with respect to all increases that are scheduled in the Term of the Franchise Agreement.

Electronic Payment of Service Fees:

We will withdraw funds from your bank account each month on a date we determine via Electronic Funds Transfer (EFT) or Automatic Clearing House (ACH) for the payment of Monthly Gross Service Fees, Cooperative Advertising Fees and any interest that may have accrued, if applicable. You will execute any and all documents required by your bank and our bank to allow for the transfer of funds. Failure by you to execute any required documents, closing or moving bank accounts without sixty (60) days' notice to us or failing to maintain sufficient funds to complete transactions will place your franchise in default of this Agreement. Fund transfers will coincide or be preceded by the submission of the appropriate monthly Service Fee (Gross Service Fee & Co-op Ad Fee) calculation form/worksheet or via electronic calculation through direct interface of a Fee collection platform with your accounting software, determined by us. You will allow this access to your software and interface of our system and Franchisee's accounting software. Failure to allow electronic interface and access to us constitutes an "Event of Default" and may, at our discretion, place your franchise in default.

Advertising Cooperative (Regional) Established by Franchisees:

At this time, there are Regional Advertising Cooperatives established by franchisees to which you must make contributions in the event that you wish to advertise in media that circulates beyond your protected territory. In the event that most of our franchisees in our total Franchise System or a majority of franchisees in a region elect to establish an advertising cooperative approved by us, you must pay the assessed contribution.

Renewal Fee:

There is a fee of $10,000.00 which you pay us in order to renew the Franchise after the term of the Franchise expires.

Transfer/Retraining Fee:

There is a Minimum Transfer Fee payable to us in advance of the transfer/resale of the Franchise to a 3rd party. The Minimum Transfer Fee to be paid by you to us will be $9,500.00 if you sell your business for up to $100,000.00 (and/or if the franchise is repurchased from you by us at any price approved by you). The Minimum Transfer Fee to be paid by you to us will be $12,500.00 if you sell your business for more than $100,000.00 and up to $250,000.00. The Minimum Transfer Fee to be paid by you to us will be $15,000.00 if you sell your business for more than $250,000.00 and up to $500,000.00 (and/or if the franchise is repurchased from you by us at any price approved by you). The Minimum Transfer Fee to be paid by you to us will be $19,950.00 if you sell your business for an amount greater than $500,000.00 and less than $800,000.00. The Minimum Transfer Fee to be paid by you to us will be $25,000.00 or 2.5% of the purchase price of your business (whichever is greater) in the event that you sell your business for $800,000.00 or more.

If less than 100% of the stock and/or ownership of the business entity that owns the Franchised Business is sold/transferred, the Transfer Fee to be paid to us will be proportionate to the percentage of the stock and/or ownership of the business entity that is transferred. For example, if 50% of the stock is transferred, **50% of the amount of the Transfer Fee set forth herein would be payable by you to us at the time of the stock transfer.**

Upon your request, we will assist you to negotiate the sale with your buyer.

Responsibility to Pay Costs of Lawsuits, Judgments or Other Expenses:

You must pay any costs which we may incur such as attorney's fees, costs of a judgment(s) and costs of a lawsuit which is filed against you and/or us as a result of your activities, if we are held responsible for your debts or unpaid taxes. You must also pay any costs which we may incur and hold us harmless for and from all fines, suits, proceedings, claims, or demands which arise as a result of your operation of your Franchised Business (except for claims arising out of infringement by the Marks or by copyright material supplied by Franchisor of preexisting intellectual property rights of third parties). If either party institutes legal action to enforce the terms of the Franchise Agreement, the prevailing party shall be entitled to recover its reasonable expenses, including attorney's fees and costs from the other, and other expenses reasonably and necessarily incurred.

Additional Training Fees:

We will train a total of 2 persons from your Franchise (including yourself) in our initial training class. If you need to have additional persons attend initial training or to receive additional training after the initial training, you must pay additional training fees to us for each additional person to be trained (this amount may increase in the future upon notice from us). The additional training fee must be paid in advance of receiving the additional training.

No Fee Increases:

None of the fees listed here may increase during the term of the Franchise.

No Additional Fees:

None of the following categories of potential costs involve any fees to be paid to us: advertising or group advertising, additional assistance and accounting or payroll services; any costs which you may incur in these categories will be paid to third parties whom you select.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
INITIAL FRANCHISE FEE	$51,950.00 - up to 100K pop; $64,950.00 up to 200K pop; $89,950.00, 325K pop. (Additional protected territory can be purchased for a fee which will be calculated based on the price of the current Franchise Offering at the time of purchase). Initial Franchise Fee proportionately higher in instances in which the population of the Protected Territory exceeds 325,000. In the event of purchase of existing/established franchises from existing franchisee (Transfer of Franchise), $15,950.00 for	Lump Sum	At signing of Franchise Agreement	Franchisor

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
	up to325K population, $22,950.00 for up to 500K population, $29,950.00 for up to 750K population, $37,950.00 for up to 1M population, $45,950.00 for up to 1.25M population and $49,950.00 for above 1.25M population.			
PRINTING/SUPPLIES	$1,500.00	Lump Sum	30 days before opening	Suppliers
DEPOSITS, INSURANCES, LICENSES, LEASE	$5,000.00	As Incurred	Two weeks before opening	Insurance Companies/ Government/ Landlord
WORKERS' COMP. INSURANCE	$9,500.00	Initial Deposit	Two weeks before opening	Insurance Carrier
MINIMUM ROYALTY	$1,485.00 to $1,875.00	1st Three Months	Monthly	Franchisor
TRAVEL, LODGING EXPENSES DURING TRAINING	$1,500.00 to $2,000.00 Per person	As Incurred	As Incurred	Purveyors
COMPUTER & SOFTWARE	$0 to $3,000.00 & $1,450.00 to $3,000.00	As Incurred	As Incurred	Purveyors
ADVERTISING FEE/PLUS LOCAL ADS (first 3 months)	$1,275.00 to $1,725.00/ $1,800.00 to $3,600.00	As Incurred	Monthly	Franchisor
ADDITIONAL FUNDS (3 months)*	$50,000.00	As Incurred	As Incurred	Employees/ Suppliers/ Media
TOTAL	**From $125,460.00 to $171,150.00**			

* California agencies may require additional financial resources.

- Payments may or may not be non-refundable, according to the policies of the vendors that you select. All payments made to us are non-refundable. We do not provide financing for any of the above.

Note: All amounts other than Initial Franchise Fee are approximate and represent best estimates of beginning expenditures. The estimates will vary depending upon location of the business, payroll costs custom and usage in the area and other factors over which we have no control. These are our best estimates at the time of preparation of this document. We caution you to investigate independently the expenses not paid directly to us and which may be incurred.

Note: You should also have adequate funds available to pay for living expenses in addition to adequate operating capital. The amount necessary shall vary according to your personal needs, mode and source of living.

Note: Items 6 and 7. This estimates your initial start-up expenses during the first six months of operation of the Franchised Business. These expenses include payroll costs and working capital. The above examples do not include any funds that would be necessary for your personal living expenses during the startup phase of the business. These figures are estimates and we cannot guarantee that you will not have additional expenses in starting the business. Your costs will depend on factors such as: the state in which you will be operating, how closely you follow our methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our product or service; the prevailing wage rate; competition; and the level of sales reached during the start-up phase of the business.

The amounts inserted for "additional funds" are based on spending approximately $1,000.00 per month on advertising for the first 3 months in business and to have sufficient funds for payroll to pay caregivers to work on up to 10 full-time cases (40 hours per week at $12.50 to $15.00 per hour) for 2 weeks prior to being paid revenues from clients. Living Assistance Services, Inc. relied on 26 years of franchise start-up experience to estimate and formulate the additional funds.

Note: You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Note: We do not directly or indirectly offer financing to franchisees for any items.

Operations Software:

You must purchase from a commercial vendor the software (QuickBooks Online) which we use in our franchise system or software which will perform similar functions. You will purchase Operations Software which is specialized for use in the home care business.

Computer Hardware:

You must purchase a computer hardware system compatible with the software system.

Insurance:

You must purchase at your own expense, and maintain in full force and effect the following insurance coverages:

(1) Professional Liability Insurance in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.

(2) General Liability Insurance with personal injury coverage, in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.
(3) Commercial Auto Liability Insurance to include hired and non-owned coverage in a minimum amount of $1,000,000.
(4) Umbrella Coverage with a minimum $1,000,000 limit excess over the professional, general, auto, and employer's liability.
(5) Cyber Liability Insurance in the minimum amount of $500,000 responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as third party liability for the breach.
(6) Employment Practices Liability Insurance (EPLI) in the minimum amount of $500,000 covering indemnification and defense costs for employee allegations of sexual harassment, discrimination, and wrongful termination practices.
(7) Crime Fidelity/Employee Dishonesty/Theft insurance in the minimum amount of $25,000.
(8) Workers Compensation coverage according to your state requirements. Even if your state does not require it, you agree to maintain Workers Compensation coverage.
(9) Sexual Abuse and Molestation Insurance in a minimum amount of $500,000.
(10) Any other insurance not listed but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates from time to time in the Brand Standards & Training Manual.
(11) All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name Living Assistance Services, Inc. as an additional insured. You also agree to provide Living Assistance Services, Inc. with Certificates of Insurance confirming that this obligation has been met and notify us within 10 days whenever any change is made to any coverages.
(12) We reserve the right to change the types and amounts of insurance required under the Franchise Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify.
(13) If you fail to purchase any required insurance(s), we may purchase insurance for you and bill you for the cost of the insurance plus administrative fees. You agree to indemnify us for all costs involved in the purchase of insurance for your franchised business.

We provide names of insurance companies that sell liability and/or workers' compensation insurance for your Franchised Business, on our preferred Vendor list. It may be prudent for you to compare business liability policies offered by casualty insurance agents in your home state in addition to those on our Preferred Vendor list. We make no representation that the coverage provided by carriers on our Preferred Vendor list will meet our standards or provide to adequate coverage. You are not obligated to purchase coverage from any carriers on our Preferred Vendor list, and instead may find your own carrier.

If you fail to obtain and maintain insurance coverage which meet or exceed our standards, you will have breached the Franchise Agreement which may terminate your Franchise. Any termination shall be at our sole discretion. You must provide us with copies of all notices of cancellations, changes, amendments to coverage and other modifications immediately upon your receipt of notices.

No Other Costs:

There are no other purchases necessary for you to begin operations.

Item 8: Restrictions on Sources of Products and Services

Designated Purchases:

You must purchase or lease the following items, goods and materials in accordance with our standards and specifications: computer hardware and software, insurance, printed materials, and media sources for advertising.
At your request and for our then-current Email Fee, we will provide email accounts for your employees with the domain "@visitingangels.com".

You must purchase from a commercial vendor the software (QuickBooks Online) which we use in our franchise system or software which will perform similar functions.

You will purchase Operations Software which is specialized for use in the home care business.

You must purchase a computer hardware system compatible with the software system.

Issuing of Specifications:

We will provide you with written specifications for each of the items which you must purchase for the start-up and ongoing operations of your Franchised Business as part of the Brand Standards & Training Manual which you will receive at training. We may modify our specifications for items which you will purchase on an ongoing basis and we let you know by e-mailed notices.

No Designated Suppliers:

We do not designate any suppliers from which you will be required to purchase any items which you may purchase for your Franchised Business. You will select your own sources of supply and these sources are not subject to our approval. You need not make purchases (or lease) of equipment, software or any other items necessary for the start-up of your Franchised business from us nor any designated party. Neither we, the franchisor, nor any affiliate derives revenue, rebates or other material consideration from any franchisee purchases or leases. There are no purchasing or distribution cooperatives which are owned or operated by us or our affiliates. We do not negotiate purchase arrangements with any suppliers. We do not provide any material benefit to you based on your purchases from any supplier. There are no suppliers in which an office of the franchisor owns an interest.

Approval of Advertising Expenditures:

We have final approval upon any/all media sources from which you may choose to place advertisements; we must approve all prospective advertisements in advance and in writing before

you will be permitted to proceed with the advertising. We do so within 5 days after receiving corresponding notice from you. If we revoke approval, it will be by means of a letter to you.

Promotional Materials:

You must utilize promotional materials which we produce. We will develop graphic designs for advertising, brochures etc. at no cost to you. Typesetting of information specific to the Franchised Business location and camera ready finished artwork may then be purchased from us or any source approved in advance and in writing by us. We have final approval on all ad copy and promotional campaigns which you initiate which must be approved by us in advance and in writing.

Percentage of Items Purchased In Accordance With Specifications from Approved and/or Designated Suppliers:

The purchase of items in accordance with our specifications including approved or designated suppliers will represent 7.5% of your purchases in opening the Franchised Business and 1% of your purchases in operating the Franchised Business on an ongoing basis. In the last fiscal year, we have not derived revenue from franchisee purchases.

Insurance:

You must purchase at your own expense, and maintain in full force and effect the following insurance coverages:

(1) Professional Liability Insurance in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.
(2) General Liability Insurance with personal injury coverage, in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.
(3) Commercial Auto Liability Insurance to include hired and non-owned coverage in a minimum amount of $1,000,000.
(4) Umbrella Coverage with a minimum $1,000,000 limit excess over the professional, general, auto, and employer's liability.
(5) Cyber Liability Insurance in the minimum amount of $500,000 responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as third party liability for the breach.
(6) Employment Practices Liability Insurance (EPLI) in the minimum amount of $500,000 covering indemnification and defense costs for employee allegations of sexual harassment, discrimination, and wrongful termination practices.
(7) Crime Fidelity/Employee Dishonesty/Theft insurance in the minimum amount of $25,000.
(8) Workers Compensation coverage according to your state requirements. Even if your state does not require it, you agree to maintain Workers Compensation coverage.
(9) Sexual Abuse and Molestation Insurance in a minimum amount of $500,000.
(10) Any other insurance not listed but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates from time to time in the Brand Standards & Training Manual.

(11) All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name Living Assistance Services, Inc. as an additional insured. You also agree to provide Living Assistance Services, Inc. with Certificates of Insurance confirming that this obligation has been met and notify us within 10 days whenever any change is made to any coverages.

(12) We reserve the right to change the types and amounts of insurance required under the Franchise Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify.

(13) If you fail to purchase any required insurance(s), we may purchase insurance for you and bill you for the cost of the insurance plus administrative fees. You agree to indemnify us for all costs involved in the purchase of insurance for your franchised business.

We provide names of insurance companies that sell liability and/or workers' compensation insurance for your Franchised Business, on our preferred Vendor list. It may be prudent for you to compare business liability policies offered by casualty insurance agents in your home state in addition to those on our Preferred Vendor list. We make no representation that the coverage provided by carriers on our Preferred Vendor list will meet our standards or provide to adequate coverage. You are not obligated to purchase coverage from any carriers on our Preferred Vendor list, and instead may find your own carrier.

If you fail to obtain and maintain insurance coverage which meet or exceed our standards, you will have breached the Franchise Agreement which may terminate your Franchise. Any termination shall be at our sole discretion. You must provide us with copies of all notices of cancellations, changes, amendments to coverage and other modifications immediately upon your receipt of notices.

Item 9: Franchisee's Obligations

This Table Lists Your Principal Obligations Under The Franchise And Other Agreements. It Will Help You Find More Detailed Information About Your Obligations In These Agreements And In Other Items Of This Disclosure Document.

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Commercial site needed. Section 3.1 (a)	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 9.12, 9.14	Item 8
c.	Site development and other pre-opening requirements	Sections 3.1, 3.6	Items 7 and 11
d.	Initial and ongoing training	Sections 4.2, 4.3, 4.5, 9.17	Items 11 and 15

	Obligation	Section in Agreement	Disclosure Document Item
e.	Opening	Sections 3.6, 4.4, 4.5	Item 12
f.	Fees	Sections 5, 6,7	Items 5, 6 and7
g.	Compliance with standards and policies/operating manual	Sections 3.4, 9.1 to 9.17	Item 11
h.	Trademarks and proprietary information	Sections 4.1, 9.11	Item 11 and 13
i.	Restrictions on products/services offered	Sections 3.3, 3.4, 9.1, 9.3	Item 16
j.	Warranty and customer service requirements	Sections 9.3 and 9.4	Item 11
k.	Territorial development and sales quotas (no quotas)	Quotas not applicable/Sections 3.1, 3.2	Items 12 and 17
l.	Ongoing product/ service purchases	Sections 9.1, 9.5	Item 8
m.	Maintenance, appearance and remodeling requirements	Remodeling not applicable/Section 9.2	Item 11
n.	Insurance	Section 9.10	Item 7
o.	Advertising	Sections 8.1, 8.2, 9.5, 9.5a, 9.5b	Items 6, 8 and 11
p.	Indemnification	Section 10	Item 6
q.	Owners' participation/ management/staffing	Sections 9.4, 9.7	Items 11 and 15
r.	Records and reports	Sections 7.4, 9.8	Item 9
s.	Inspections and audits	Sections 7.6	Items 9 and 11
t.	Transfer	Sections 11.1 to 11.7	Item 9, 17
u.	Renewal	Section 2 and 7.3	Item 6, 17

	Obligation	Section in Agreement	Disclosure Document Item
v.	Post-termination obligations	Section 11.3 and13	Item 9, 17
w.	Non-competition covenants	Section 11.3, 11.5, 12.6, 13, 13.1, 13.2 and 15	Item 17
x.	Dispute resolution	Sections 12.2 and 12.4	Item 17

Books and Accounts:

You must establish and maintain books, accounts, records, order receipts, etc., which we require and to keep and maintain accurate records of purchases, gross sales in a manner designated by us. To promote the standardization and uniformity of all of our franchised units, you must open your books, accounts, records, etc., for inspection and audit by us at all reasonable times.

a) Electronic Payment of Service Fees: You will agree that we will withdraw funds from your bank account each month on a date we determine via Electronic Funds Transfer (EFT) or Automatic Clearing House (ACH) for the payment of Monthly Gross Service Fees, Cooperative Advertising Fees and any interest that may have accrued, if applicable. You will agree to execute any and all documents required by your bank and our bank to allow for the transfer of funds. Failure by you to execute any required documents, closing or moving bank accounts without sixty (60) days' notice to us or failing to maintain sufficient funds to complete transactions will place your franchise in default of this Agreement. You agree that fund transfers will coincide or be preceded by the submission of the appropriate monthly Service Fee (Gross Service Fee & Co-op Ad Fee) calculation form/worksheet or via electronic calculation through direct interface of a Fee collection platform with your accounting software, determined by us. You agree to allow this access to your software and interface of our system and your accounting software. Failure to allow electronic interface and access to us constitutes an "Event of Default" and may, at our discretion, place your franchise in default.

Telephone Service:

You must provide adequate telephone service for use in the Franchised Business. No other business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business. Telephone Answering & Service: We recommend that your business telephone is answered by a live person (employee staff member) during working hours (8:00AM to 9:00PM; 7 days per week) and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client. We also recommend that you provide "on call" staff to respond to all calls/messages after the hours set forth in this paragraph.

Employee Applicant Screening:

You are required to conduct a criminal background screening of each caregiver employment applicant prior to assigning them to provide services for any of your clients, in accordance with our policies indicated in the Brand Standards & Training Manual.

Payment of Debts:

You must pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis. You must agree to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes, and unemployment disability contributions associated with the Franchised Business. You must pay all obligations to employees including wages, overtime pay and minimum wage (if applicable). We will accept no liability for these taxes.

The Franchise Agreement prohibits you from withholding any payments whatsoever which may be due to us as long as we have performed our obligations under the Franchise Agreement.

Covenant of Non-disclosure:

In the course of your association with us, you will obtain knowledge of valuable information, trade secrets, marketing methods, business affairs, and methods of doing business which we have developed. The Franchise Agreement will require all information which we transfer to you to be considered strictly confidential and that you will not, directly or indirectly, both during the term of the Franchise Agreement and after the termination, expiration, assignment or transfer of your rights under the Franchise Agreement for any reason, make available to any person, firm, corporation or association confidential information as addressed in this paragraph without our specific written consent. This covenant of non-disclosure extends only to that information and those methods of doing business which are not previously known by independent third parties in particular to the following categories of information: marketing and methods of providing the franchised services.

Local Advertising Budget:

You are required to advertise your business in your local market/protected territory/metro area. A typical budget to advertise in the early months of the business is at least $1,000.00 per month in the first year of business.

Paid Digital Media Purchases (Pay Per Click, SEO and Internet Ads):

You will agree to purchase paid digital media (Internet Media) [i.e. “Pay Per Click” (PPC) advertising or other paid digital media] from a Franchisor approved internet consulting company and/or internet advertising from sources such as Facebook, Google, YouTube (collectively, “Internet Media”) to promote your website that is a subsite of visitingangels.com within your Protected Territory in a minimum monthly budget (Monthly Internet Budget) as follows (to be paid to Google, Facebook and/or other Internet Media): $600.00 per month for a Protected Territory of 200,000 population and $150.00 per month for each additional 50,000 population. As an alternative, you may spend all or part of the Monthly Internet Budget each month on search engine optimization services (SEO) for your website that is a subsite of visitingangels.com, to be

paid to a Franchisor approved consulting company (SEO Provider) that offers SEO services. At this time, the Monthly Internet Budget is not required to exceed $1,200.00 per month, regardless of the total population of your Protected Territory.

You may select a Franchisor approved vendor/consulting company that will administrate the selection of "keywords" (including geographic areas) and purchase the advertising from Internet Media on your behalf (the vendor may charge a fee in addition to the Monthly Internet Budget set forth above). The Internet Media ads must be limited to the zip codes of your Protected Territory, to the extent that this is possible. We may direct you to reasonably increase the amount of this Monthly Internet Budget at some time in the future, as costs associated with PPC, SEO and/or internet advertising may increase. Adjustments in requirements may be found in our Brand Standards & Training Manual as updated from time to time. You may purchase other internet advertising at your option. The website that you advertise should be controlled by us and assigned to you (i.e. your website as a domain of www.visitingangels.com). If you advertise on the websites of commercial entities owned/controlled by others and the advertising penetrates beyond the borders of your Protected Territory, we have the authority to require you to advertise cooperatively with other franchises located within your Metro Area as defined in the Franchise Agreement.

The fulfillment of the Monthly Internet Budget described in this Paragraph will satisfy the directives set forth in Paragraph 9.5a of the Franchise Agreement, if the Monthly Internet Budget for Internet Media purchases is $1,200.00/month or more.

Pursuit to Paragraph 9.8c of the Franchise Agreement, we may conduct periodic reviews of the Monthly Internet Budget of our franchisees.

Purchases of Internet Media advertising must begin within 60 days after the opening of the Franchised Business. You are required to submit an annual report to us of your internet advertising and/or SEO expenditures.

Compliance with State and Federal Laws:

It is your responsibility to comply with State and Federal laws concerning our business (to include the possibility that your State may require you to be licensed to offer services described in our training). There are currently 31 states and the District of Columbia that require non-medical home care agencies to be licensed. In addition, the number is growing (similar legislation is pending in a number of states). If there is no license requirement in your state at present, you should assume that there will be soon. You should ask the appropriate department in your state what the licensing requirements are. In some instances, licenses may include requirements that may be difficult to fulfill. For example, the State of Virginia requires your business to include an "administrator" who must have at least one year of administrative experience in health care services or be a healthcare professional. The following is a list of States which have licenses which you may be required to obtain: CA, CO, CT, DE, FL, GA, HI, IL, IN, KA, KY, LA, MD, ME, MN, NC, NH, NJ, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, WA and Washington, D.C. You must follow State and Federal law regarding employment practices, payroll (including overtime pay for caregivers and office staff) and tax issues; and we may not be held responsible in the event of any failure by you to observe such laws.

Management Requirements:

You will agree to devote your best efforts in directing the day-to-day operations and development of the Franchised Business. At least one owner/stockholder of your franchise/corporation **(owning at least 25% of the stock in the corporation and receiving compensation at least equal to any/all owners who work in the Franchise less than full-time)** must attend our initial training class (within 6 months after the date of the Franchise Agreement) and be available to manage the franchised business on a full-time basis **during the first 4 years of operations** (or 2 owner/stockholders will be available who will combine their schedules to the equivalent of one, full time manager). After the initial four years, if you elect to delegate the day-to-day operation of your Franchised Business to a manager (in the event that you will not be present at the franchised business location at least 3 full days per week), it will be at our discretion whether to approve the delegation of your business operations to a manager (you will need our approval in advance and in writing). In addition, the manager must successfully complete our training program, the cost of which must be paid by you (at our option we may waive the requirement that the manager attends training based on previous experience).

Performance Standard for Initial Term "Start Up" Franchises:

To maintain the grant of Franchise in the Franchise Agreement, you must attain and maintain minimum monthly Gross Revenues from the operation of your Franchised Business (the "Performance Standard"). You must attain and maintain the Performance Standard from the date you commence operating your Franchised Business pursuant to your initial Franchise Agreement. You must attain and maintain a minimum of $30,000.00 in monthly Gross Revenues by the end of the third year of operation of your Franchised Business (or three years from the date you obtain your license to commence operating your Franchised Business in your State). You must attain and maintain a minimum of $50,000.00 in monthly Gross Revenues by the end of the fifth year of operation of your Franchised Business (or five years from the date you obtain your license to commence operating your Franchised Business in your State) and you must attain and maintain $70,000.00 in monthly Gross Revenues by the end of the seventh year (or seven years from the date you obtain your license to commence operating your Franchised Business in your State) and each year thereafter for the term of the initial Franchise Agreement. The Performance Standard may be increased by us, in our discretion, in any renewal Franchise Agreement.

As long as the minimum Gross Revenues are maintained and you are in compliance with the provisions of your Franchise Agreement, you may keep the Franchise. If you do not maintain this minimum level of Gross Revenues or do not comply with the other provisions of your Franchise Agreement, we may, at our option terminate your Franchise.

Performance Standard for Franchises in initial Renewal Term:

[If you are purchasing an existing Visiting Angels franchise that is in its second franchise term (renewal), the Performance Standard will correspond to that which is set forth in our current Renewal Franchise Agreement.]

Post Renewal Performance Standard:

To maintain the grant of Franchise in the Franchise Agreement, you must attain and maintain minimum monthly Gross Revenues from the operation of your Franchised Business (the "Performance Standard"). You must attain and maintain the Performance Standard as follows: You must attain and maintain a minimum of $35,000.00 in monthly Gross Revenues by the end of the first year (twelve months) after the date of the (Renewal) Franchise Agreement. You must attain and maintain a minimum of $50,000.00 in monthly Gross Revenues by the end of the third year after the date of the (Renewal) Franchise Agreement. You must attain and maintain a minimum of $70,000.00 in monthly Gross Revenues by the end of the fifth year after the date of the (Renewal) Franchise Agreement and you must attain and maintain $90,000.00 in monthly Gross Revenues by the end of the seventh year after the date of the (Renewal) Franchise Agreement and each year thereafter for the term of the Renewal Franchise Agreement. The Performance Standard may be increased by us, in our discretion, in any renewal Franchise Agreement.

Client & Employee Satisfaction Management Survey Systems:

You are required to implement a client and employee satisfaction management survey system, by purchasing such services from a third party provider that specializes in such systems (an example is “Home Care Pulse”). The cost to purchase the services described in this paragraph will be paid entirely by you. You agree to disclose the survey results to us upon our request. You agree to comply with any updates and/or revisions to this requirement that we may make in the Brand Standards & Training Manual.

Best Practices Consultants Visits (Regional Operations Directors):

You are required to provide access to our Best Practices Consultants to visit your Franchised location to review your operations systems at least once per year (at our discretion), upon reasonable notice to you.

Your Independent Status:

No agency, employment or partnership is created between us and any franchisee.

Item 10: Financing

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation..

Item 11: Franchisor’s Assistance, Advertising, Computer Systems, and Training

Except as listed below, Living Assistance Service/Visiting Angels is not required to provide you with any assistance.

In return for payment of the Initial Franchise Fee, and the monthly Service Fee, and so long as you have not defaulted on the Franchise Agreement, we will provide, at times and in methods and manners which we determine in our discretion, the following services to you before you open the Franchised Business:

PRE-OPENING ASSISTANCE:

Before opening the Franchised Business, we will provide the following services:

Consultation:

The initial services which we provide to you following the signing of the Franchise Agreement include consultation (Paragraph 4.2c, of the Franchise Agreement, titled "Obligations of Franchisor, Consultation") with you (by telephone and electronic mail) on the location for your Franchised "VISITING ANGELS, Living Assistance Services" Unit; selecting telephone services; computer and software selection; ordering initial orders of printed materials, etc. We do not assist you in reviewing leases for an office location or in locating a site for the office. We do not lease real estate to franchisees.

Office Location and Protected Territory Boundaries:

We will help you choose the boundaries of your Protected Territory by mutual agreement between you and us (Paragraph 3, of the Franchise Agreement, titled "Territory"). We will state in the Franchise Agreement the Franchised location from which you will operate. You must select your own location for the Franchised Business. We must approve or disapprove the territory and the Franchised Business address upon signing of the Franchise Agreement by both parties. If your business office address has not been inserted into the Franchise Agreement upon signing of the Franchise Agreement, you may not establish your Franchised Business location without our written approval. The Franchise Agreement states that your office/business address must be centrally located in your Protected Territory. At such time as you select an office location, you must submit it to us for our approval, we will respond to you with our written decision within 72 hours. If we do not agree with you on a site, we will ask you to select another one. It will be your responsibility to conform the premises to local ordinances and local building codes and to obtain any required permits, zoning, etc. You will decorate/remodel the premises at your own expense, if needed.

Once established, you may not relocate the Franchised Business address without our written approval. You will be permitted to establish just one franchised office location within your protected territory unless we grant written approval for you to do otherwise. Your site/location must be located within your Protected Territory. After the signing of the Franchise Agreement, if you wish to move your business location, you must notify us of your intent to relocate and we must approve your proposed move in writing before you may relocate. The standards which we use to select sites/territories are in Item 12 of this document.

Office Equipment, Signs, Fixtures, and Supplies:

You will be responsible to purchase these items at your own expense. We will provide graphic designs for sign layouts at no extra cost.

Staff:

You will hire and train your office staff in accordance with the instructions that we provide in our Brand Standards & Training Manual and our initial training class.

Use of our Marks:

We allow you to use our Marks and our copyrighted materials for the duration of the Franchise Agreement (Paragraph 4.1, of the Franchise Agreement titled "Obligations of Franchisor, Use of Our Marks" and Paragraph 1, of the Franchise Agreement titled "Recitals"). You are permitted to use the Marks (trademarks, trade names, service marks, commercial symbols designs) and patents associated with Franchised units and indicated in our Brand Standards & Training Manual and/or other manuals which are our absolute property. All improvements to the Marks and patents associated with franchise units will also become our absolute property. We may license other trademarks, trade names, service marks, logotypes, designs, patents, copyrights, and/or other commercial property or symbols for your use; we must describe those items in writing along with the extent to which you may use them.

Brand Standards & Training Manual:

We will make available on loan to you our confidential Brand Standards & Training Manual which may be downloaded from our website, and provide instruction in its trade and operating procedures (Paragraph 4.2, of the Franchise Agreement, titled "Obligations of Franchisor, Brand Standards & Training Manual"). The Brand Standards & Training Manual will address aspects of operations and marketing. This will occur during the training process. The Brand Standards & Training Manual will always remain our absolute property and you must return it to us if we terminate your Franchise.

Brand Standards: You agree to use your best efforts to adhere to our best practices and brand standards as specified in the most recent and updated version of the Brand Standards & Training Manual (Visiting Angels Brand Standards & Training Manual). You will agree to follow all reasonable polices and directives issued by us during the term of the Franchise Agreement when those directives are for the purpose of promoting or protecting the Visiting Angels brand (Paragraph 9.4, Franchise Agreement). You will agree to use your best efforts to conform to the common image and identity associated with our Marks as specified by the Manual. You also will agree to use your best efforts to train and instruct your employees in accordance with the best practices and brand standards, as specified in the Manual and shall continue such training and instruction as long as each employee is employed.

We will amend the Brand Standards & Training Manual from time to time. The Brand Standards & Training Manual contains the following:

Chapter	No. of Pages
Introduction	8
Visiting Angels Overview	3
Mission Statement	3
Services Provided to Franchisees	5

Chapter	No. of Pages
Franchisee Responsibilities	8
Your Responsibilities as an Employer	12
Compliance	9
Pre-Opening Procedures	17
Home Care Services & Pricing	4
Daily Operations	19
Recruiting and Managing Your Team	3
Emergency Protocols and Emergency Preparedness Plan	5
Marketing	11
Advertising	10
Selling Your Franchise	8
Customer Service	18
Best Practice Competition	2
Terminology & Additional Resources	3
Total Number of Pages	148

Sample Letters, Forms, Ads:

At the time of your training class, we will provide access to the following items on our website (Paragraph 4.2a, of the Franchise Agreement, titled "Obligations of Franchisor, Letters, Contracts, Forms, Ads") which may be downloaded onto your computer and used in your Franchised Business: home care service control forms, invoices, client and caregiver spreadsheet rosters; sample letters to clients, caregivers, referral sources, collections; sample advertisements, artwork, brochure text, brochure layouts, press releases, radio and TV commercials.

Vendors:

We will provide a list of vendors (Paragraph 4.2b, of the Franchise Agreement, titled "Obligations of Franchisor, Vendors ") which you may utilize at your option for purchases of the following products/services: recruitment and retention of caregivers, criminal background screenings, operations software, liability insurance, caregiver services, payroll services, printing, graphic design services, employment testing services, phone carriers, internet advertising, COVID resources and consulting companies, etc.

Initial Training:

You will receive 26.5 hours of training (Initial Training Program), and/or virtual training using virtual visual platforms, during a period of 5 days which will enable you to open and operate the Franchised Business (Paragraph 4.3, of the Franchise Agreement, titled "Obligations of Franchisor, Training at Our Location").

We allow you to bring a total of 2 individuals associated with your Franchise (including yourself) to training at no extra charge. If you are a partnership or a corporation, at least 1 of the trainees must be your general partner or principal shareholder, as appropriate. The second individual may be a family member, one of your key employees or a manager. You will not be charged any additional fees for the training program as these costs were included in your payment of the Initial Franchise Fee (you must pay an additional fee for any additional trainees that you wish to attend the class beyond the initial 2). You must pay for your travel and living expenses while in attendance at the training program. You will attend the training program at our training location in Newtown Square, PA. The estimated cost of a room in the Newtown Square, PA area is approximately $159.00 per night. The cost of food and transportation will vary in keeping with your preferences. We offer 6 training classes each year (February, April, June, August, October and December). Currently, the training classes are held at the Hilton Garden Inn, in Newtown Square, PA (approximately 6 minutes from our Home Office). However, the training may be offered remotely using a virtual video platform such as "Zoom". In this instance, it will not be necessary for you to travel to our location to attend the training. Whether training is virtual or in-person is decided by our management team in advance of training, with the safety of staff and trainees in mind. If the training is virtual, the hours may vary.

Within 60 days after you sign the Franchise Agreement, we will make available initial training to you as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location

• Defining Your Culture
  ○ Service Culture
  ○ Retention Culture
• Leadership Lessons for Success
• How to Conduct a Competitive Survey
• HIPAA
• Overview of Brand Standards & Training Manual
• Resource Review
• Review of Angel Resource Center
• Program Development & Education
	Monday
	11:00 AM to 5:00 PM
		N/A	Newtown Square, PA and/or Virtual

• Home Office Communications • Social Media: Marketing & Recruitment • Reviews & Franchise Engagement • Caregiver Recruitment, Orientation and Retention • Office & Regulatory Protocols	**Tuesday** 11:00 AM to 5:00 PM	N/A	Newtown Square, PA and/or Virtual

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
○ Workers Compensation ○ Unemployment ○ I-9 ○ OSHA ○ HIPAA ○ Review of Caregiver & Client Forms			
• Digital Marketing • Marketing & Advertising • Identifying Referral Source • Marketing to Referral Sources • Leveraging Local Media • Advertising • Lead Management • Customer Focused Marketing Plan • Growth – Strategy – Self Evaluation • Marketing Action Plan (MAP) • Branding Guide & Marketing Design Support	**Wednesday** 11:00 AM to 5:00 PM	N/A	Newtown Square, PA and/or Virtual
• How to Conduct In-Home Consultation ○ Quality Visits to the Home ○ Quality Visit Conversations • Best Practice Competition & Caregiver of the Year • Brand Compliance • Monthly Fees & Payments, QuickBooks, Billing & Payroll • Vendors & Partnerships, Third Party Reimbursements ○	**Thursday** 11:00 AM to 5:00 PM	N/A	Newtown Square, PA and/or Virtual
• Profitability, KPIs and Financial benchmarking • Office Systems Review & Care Management ○ The Core 8 Functions for Your Office ○ Managing Your Office ○ On Call Office Functions ○ When to Add Staff	**Friday** 11:00 AM to 5:00 PM	N/A	Newtown Square, PA and/or Virtual

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
○ Your New Office Space ○ Setting Office Staff Up for Success ▪ Scheduler Resources ▪ Case Coordination & Scheduling Responsibilities ○ Setting Caregivers Up for Success ▪ Caregiver Competency ▪ Basic Caregiving Standards ▪ Disciplinary Action Process ▪ First Week of Care ▪ Common Dilemmas ○ Creating Intentional Success ▪ Using Data to Measure Your Progress / KPIs			

You will attend the initial training program before opening the Franchised Location. We do not schedule training on any regular recurring basis; we schedule training based on the number of franchisees which need training at any given time and on your logistic needs with respect to scheduling, travel, etc. All franchisees, or their designees, must complete our training program before opening the Franchised Business. The following individuals participate in your training: Lawrence Meigs, Karon Austin, Dave Ritterling, Richard Bitner, Dan Drennen, Mike Broome, Anita Trafford, Gregory Landes, and Jessica Sheguit, who are familiar with all of our policies and procedures and are knowledgeable in the various phases of the Franchised Business. The individual(s) who will provide your initial training have experience in our business as follows: Lawrence Meigs: co-founded Visiting Angels; serving as CEO of Visiting Angels since 1998; Karon Austin: has held executive positions including CEO and other senior positions in private duty home care, home health and hospice companies since 1980; Dave Ritterling: 40 years of Executive leadership including 19 years' experience in home care franchising, marketing, advertising and operations; Richard Bitner: has 30 years of background in media, marketing, advertising and public relations; Dan Drennen: franchise industry since 2009, obtained Certified Franchise Executive (CFE) designation in 2015; Mike Broome: joined Visiting Angels in 2010, and runs the Corporate Communications and Social Media departments; Anita Trafford: 25 years of experience in the industry, 15 with Visiting Angels, Inc. with primary focus on state licensure for home care; Gregory K. Landes: joined Visiting Angels in 2010 and is primarily focused on Finance and is both a Certified Management Accountant and a Certified QuickBooks ProAdvisor;

Jessica Sheguit: Masters' degree in Long-Term Care and spent 10 years in senior living communities before joining Visiting Angels in May of 2013.

You must successfully complete our initial training class to our satisfaction. If we find that you have failed to satisfactorily complete our training class, we may, at our sole discretion, decide to terminate your Franchise and refund your Initial Franchise Fee in full. The training class must be completed at least one week prior to opening the Franchised Business.

Marketing Assistance:

We will provide you with pre-opening marketing assistance including assistance in developing presentations for referral sources (Paragraph 4.4, Paragraphs 4.5 d through g, of the Franchise Agreement, titled "Obligations of Franchisor, Pre-Opening Advertising"). We will help you to select media sources for any advertising you wish to conduct to solicit to clients and/or recruit care giving staff. We will provide graphic designs, layouts and written copy for advertisements and brochures which you may use (you must pay for production costs such as camera-ready ad slicks and typesetting of information specific to your Franchised Business and/or specific ads for your Franchised Business address).

Time Needed To Open:

The lapse of time between the signing of the Franchise Agreement and commencement of your Franchised Business is typically from 30 to 180 days, depending on whether your agreement is signed prior to attending our training class or on the first day of your initial training class. Other factors pertaining to opening your business are: time necessary to establish the office location, establish a business telephone, set up your corporation, print brochures, business cards, etc. The most significant factor is the time necessary to obtain the required license in your state (if available); typical time frames to obtain licenses are 90 to 180 days.

Time Requirements to Open:

Obtaining zoning permits, licenses, variances, etc. for your Franchised Business will be your responsibility should permits not be in place for your business location. In any event, you are required to open your Franchised Business no later than 120 days after the completion of your initial training class. If your Franchised Business has not been opened within 120 days, we may, at our sole discretion, elect to terminate your Franchise Agreement. In such an instance in which your Franchise is terminated, we will not refund any portion of your Initial Franchise Fee.

If your Franchised Business does not open within 120 days after the completion of your initial training class, you may inform us in writing as to the reason that your Franchised Business has not opened. You must provide this written explanation before the 120th day. We may extend the time period during which you must open your Franchised Business to an additional term which will be determined at our sole discretion.

POST-OPENING ASSISTANCE:

After the opening of your Franchised Business, we will provide assistance to you as follows:

Consultation:

The initial services which we provide to you following the opening of your Franchised Business (immediately after the conclusion of your training class) include providing telephone and electronic mail consultation (initiated at your request) to assist you in recruiting, hiring screening and training your initial staff of caregivers and office staff; recruiting clients, invoicing, payroll (Paragraph 4.5b, 4.5c of the Franchise Agreement, titled "Obligations of Franchisor, Telephone and Electronic Mail Consultation"). We also make available telephone and electronic mail consultation to assist you with setting appointments; and making presentations to sources of referrals of clients in your area. We will send general information to you on various topics in home care by electronic mail each week. We provide consultation on an ongoing basis on improving and developing the Franchised Business, overcoming problems of operation, accounting, bookkeeping, etc. by providing the following:

1. Regional Business Builder Meetings (single-day events, held 3 times per year at no extra cost);
2. Regional Meetings;
3. Annual National Conferences (3 day event, once per year; there is a fee to attend); and,
4. Staff Visits to the Regions from our Visiting Angels' Directors

The above schedule is subject to change at our discretion.

You are required to attend one of the abovementioned live meetings and training events per year. The cost of travel, meals and lodging will be at your expense.

Marketing Assistance:

We will provide you with ongoing marketing assistance including assistance in developing presentations for referral sources (Paragraph 4.5d, 4.5e of the Franchise Agreement, titled "Obligations of Franchisor, Ongoing Advertising and Marketing Assistance, Graphic Designs For Brochures, Advertisements"). We will help you to select media sources for any advertising you wish to conduct to solicit to clients and/or recruit care giving staff. We will provide graphic designs, layouts and written copy for advertisements and brochures which you may use (you must pay for production costs such as camera ready ad slicks and typesetting of information specific to your Franchised Business and/or specific ads for your Franchised Business address). If you request additional promotional materials to be developed solely for your individual franchised agency, we will fulfill those requests, at our option, based on our discretion as to the extent to which the item(s) may benefit our entire franchise system (we will reserve the right to charge you costs associated with production of individualized promotional materials for your franchise).

National Cooperative Advertising Program:

We will administrate a Cooperative Advertising Program (Paragraph, 4.5g of the Franchise Agreement, titled "Obligations of Franchisor, National & Regional Cooperative Advertising Program") on behalf of our franchise system. The Cooperative Advertising Fee shall be used to make purchases of the following on your behalf and other franchisees within our Franchise System: national and/or regional advertising, internet advertising & promotions, content development, organization and optimization services for our website (www.visitingangels.com)

and franchisee websites, public relations and promotional programs, graphic designs, etc. Other associated costs are also paid from these proceeds for salaries/fees for individuals engaged in content development and optimization services for our website (www.visitingangels.com) and franchisee websites, developing promotional materials for advertising and marketing of home care services from our corporate headquarters, and/or engaged in marketing to national entities from our corporate headquarters (for home care services only), and/or engaged in administrating a national toll-free number primarily for home care services inquiries (potential clients) and employment inquiries. We make no guarantees and do not insure that you will benefit directly or indirectly from your Cooperative Advertising Fee contribution or that all advertising that is purchased from the Cooperative Advertising Fund will penetrate your Franchised Protected Territory.

The minimum amount paid by franchisees is $425.00 per month. However, the required amount varies by territory population, business revenue and number of months you have been in business. Please see Cooperative Advertising Fee in Item 6 to estimate your monthly Cooperative Advertising Fee schedule based on your territory population, revenue and months in business. The Cooperative Advertising Program is national and regional in scope. The purpose of the Cooperative Advertising Program is to generate home care client leads for our franchisees. Franchisees contribute to the cooperative advertising fund at varying rates depending upon the date that franchisees entered our franchise system prior to the inception of the Cooperative Advertising Program. For the current franchise cooperative advertising fees, please see Section 8.1 of the Franchise Agreement and Item 6 Table (c). The inquiries (potential clients) which are received by us from individuals seeking home care services will be distributed to the franchised office which is nearest to the location of each potential client. Our in-house advertising department will make decisions regarding placement of the advertisements.

All monthly contributions to the Cooperative Advertising Program are made by our franchisees. At this time, no contributions are made by company owned units or vendors.

We make no guarantees and do not insure that you will benefit directly or indirectly from your Cooperative Advertising Fee contribution or that advertising that is purchased from the Cooperative Advertising Fund will penetrate your Franchised Protected Territory. The membership of the national advertising cooperative is defined as follows: Members will be those franchisees who have a cooperative advertising fee requirement in their Franchise Agreement (currently, all franchisees. There are no Franchisor owned outlets that contribute to the Cooperative Advertising Fund. The amount of the monthly contribution to the fund paid by franchisees is disclosed in Item 6 of this Disclosure Document).

The Cooperative Advertising Fees, which are required by the Franchise Agreements, are maintained as a fund solely for this purpose, which is administered by LAS, Inc. The accounting for the Fund is part of our audited financial statements each year. The remaining balance is included on our Balance Sheet and rolls over to be spent the following year. An annual statement of activity, fees collected and expenditures made, will be made available to the franchisees by March 15th following the fiscal year. In the 2023 fiscal year, the statement shows collections of $17,957,806.00in fees, and that $17,948,406.00was spent on direct advertising efforts. There are no management fees paid from the funds to Visiting Angels, or any affiliates.

The percentage of the fund spent on production and media placement was: 93.55%. The percentage spent on administration including salaries was: 6.45%. The percentage spent on trade show exhibitions was: 0.0%. The percentage spent on trade show exhibitions was: 0.0%.

You may use your own advertising materials in advertising in your local area after they have been approved by us subsequent to providing them to us for our review.

Regional Cooperative Advertising:

We may also administrate a Regional Cooperative Advertising Program in your market which will be optional for you to participate in (contribute to costs of advertising). If you opt not to participate in a Regional Cooperative Advertising Program, you would not receive any client leads from such a program but you will continue to receive leads from the National Cooperative Advertising Program. We may negotiate contracts for home care services with regional or national Managed Care Organizations, insurance companies or similar entities. It may be necessary for your Franchised Business to fulfill certain criteria necessitated by such contracts in order to receive referrals generated from these sources.

Regional/Local Cooperative, Franchisee Administrated Advertising Cooperative; Advertising Council; Franchisee Advisory Council:

There are existing regional or local advertising co-operatives which are administered by us. There are also regional cooperatives established by franchisees. There is no advertising council composed of franchisees. There is, however, a Franchisee Advisory Council which is elected by franchisees and provides consultation to the Franchisor on issues such as Cooperative National Advertising. The Franchisee Advisory Council serves in an advisory capacity only and does not have decision making power. The Franchisor has the power to form, change or dissolve the advertising council.

The membership of the Regional or Local Advertising Cooperative would be defined as follows: members would be those franchisees who elect to participate in such a program. A Regional or Local Advertising Cooperative would not operate from any written governing documents established by us, if administrated by franchisees. A Regional or Local Advertising Cooperative would operate from written governing documents established by us, if administrated by us. Franchisees must participate in Regional or Local Advertising Cooperatives in the event that they wish to advertise in publications that circulate across two or more Protected Territories of two or more franchises. There are no set amounts that must be contributed to regional cooperative funds. These amounts would be established by agreement among the franchisees and such funds are administrated by franchisees or by the Franchisor. There are no written governing documents concerning regional cooperative groups. Regional cooperatives are not required to prepare any financial statements for review by franchisees. The Franchisor may not dissolve a regional cooperative. We do assign team leaders for such groups. There are no other advertising funds that franchisees are required to participate in.

Internet Services:

We will maintain a website which will promote the home care services of our franchise system on the World Wide Web and provide information regarding same to potential clients (Paragraph, 4.5f

of the Franchise Agreement, titled “Obligations of Franchisor, Internet Services”). The cost of continuing development of our website(s) is paid by the Co-op Advertising Fund. You will be authorized to print our website address (www.visitingangels.com) on your business cards, stationary, and advertisements, etc.

Computer Hardware & Software:

We require you to have a computer available to use in the Franchised Business. If you do not already own a computer, we will provide consultation to you on a recommended system for you to purchase (Paragraph 4.2c, of the Franchise Agreement, titled "Obligations of Franchisor, Consultation"). You will purchase the system(s) from a commercial vendor of your choice. You may select the brand of your choice for the computer and for each component of the computer. An estimated cost for your computer hardware system is $2,000.00. Estimated costs for upgrades would be $0 to $500.00 per year.

We provide specifications for software which you will be required to purchase (Paragraph 9.14 of the Franchise Agreement, titled "Computer Hardware and Software") before opening the Franchised Business. You will need the following computer software: Microsoft Office (Word, Excel, and PowerPoint) and financial software (QuickBooks Online). You will also need software designed for you to use in conjunction with invoicing and payroll operations functions of the Franchised Business. We recommend that you purchase an operations software system developed for home care service businesses. The approximate cost for the software systems may be $2,500.00 to $10,000.00 (or may be paid on a monthly or annual basis). We do not directly sell any software to you. You may purchase computer software from commercial vendors of your choice. For the purposes of brand management, you agree to authorize us direct access to your business data via your software provider(s).. This permission will be limited to numerical, redacted data and not contain any Personal Information (PI) or Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

There is no contractual obligation in our Franchise Agreement for you to upgrade your computer system except to the extent that you will maintain a system that will enable you to conduct the typical business operations. We have no obligation to support your computer hardware or software.

You will need an e-mail address that we can use to send information to you. We will provide you with an email address upon the opening of your Franchised Business. At your request and for our then-current monthly Email Fee, we will provide email accounts for your employees with the domain “@visitingangels.com”. The Email Fee is intended to cover a portion of our costs to provide and administer properly branded email accounts. The amount of the Email Fee depends on the type of email account that you choose. We reserve the right to increase this fee at any time as our costs change.

We reserve the right to implement and require you to pay our then-current Technology Fee, which is intended to cover a portion of our costs to provide and administer scheduling software, our intranet and other technology used by the Visiting Angels franchisees.

Additional Training & Seminars:

We may, at our sole discretion, offer additional training/education, conferences, seminars and "Business Builder" events refresher courses (Paragraph 4.5a, of the Franchise Agreement, titled "Obligations of Franchisor, Additional Training/Education"). Additional training/education sessions may be mandatory for you to attend as described below (i.e. the annual National Conference). For the first 4 years of the term of the Franchise, you must attend our annual National Conference. After the first 4 years, it is required that you attend at least one major meeting per year (annual National Conference or "Business Builder"). In some instances, it is expected that the cost of additional training and/or regional meetings shall be covered by the continuing Gross Service Fee which you pay us on an ongoing basis. In other instances, there may be fees which will be necessary for you to pay to attend additional conferences, seminars or training. The cost of any housing or transportation shall be your sole responsibility when attending any training program. We do not represent that you will attain any income or sales whatsoever as a result of the additional training/education which we provide.

It is required that at least one individual/principal, per franchise, who is named as "Franchisee" on the franchise agreement must attend our annual National Conference each year for the first 4 years of your franchised business. A multi-unit franchisee may only represent one franchise per event. For any additional franchise locations, another principal named as "Franchisee" or the primary operating manager must attend the annual conference to represent the additional franchised business. There is a fee which must be paid to us in advance for admittance to the National Conference which is currently $899.00 per person (and may be increased in the future). If your initial training class is in June, you may wait until the following year to attend your first National Conference. However, the subsequent 4 National Conferences must be attended by you. If, after the first 4 years of the operation of the Franchise Business, you delegate the operations of the Franchised Business to a manager, the manager must attend the following 4 National Conferences. The costs of travel, hotel accommodations and meals associated with attending any National Conference will be paid by you.

You agree to pay to us the price of admission to the National Conference for one individual/principal from your franchise prior to the date of the National Conference, each of the first four years after the date of this Agreement (the price may increase from one year to the next).

Continuing Research and Development:

We will continue to conduct research into improved ways to operate and market the Franchised Business and will share these ideas with you (Paragraph 4.5c, of the Franchise Agreement, titled "Obligations of Franchisor"). We may introduce new services for you to market in your Franchised Business. We may also withdraw from offering certain services at any time at our sole discretion.

Printing and Supplies:

We will make available printed brochures, letterhead, envelopes, business cards, promotional materials and supplies for you to have duplicated by printing vendors in your region at your option (Paragraph 4.5e, of the Franchise Agreement titled "Obligations of Franchisor, Graphic Designs For Brochures").

Disclaimer:

The Franchise Agreement contains a disclaimer which states that we will not be liable to you or any of your clients/customers with respect to the use of the services you provide/sell in connection with the Marks, or the sale, if any, by you of any products, goods, or items bearing the Marks including the performance characteristics, fitness or suitability of any of them for any purpose. We will not accept any liability for incidental or consequential damages or losses of any sort arising from the signing of the Franchise Agreement, the furnishing of any services to you, the sale of any services by you to your clients.

Item 12: Territory

Protected Territory:

You will receive a Protected Territory in which to operate your "VISITING ANGELS, Living Assistance Services" Franchised Business. The Initial Franchise Fee will be $51,950.00 in all regions in which a radius of 30 miles with the Franchised Address at the center comprises a population of 100,000 or less (and in which the Protected Territory cannot exceed 100,000 in population within 30 miles). In all regions in which the Protected Territory will be greater than 100,000 and less than 200,000 in population, the Initial Franchise Fee will be $64,950.00. For franchises of 325,000 in population the Initial Franchise Fee will be $89,950.00. You will not receive an exclusive territory. You may face competition from other franchisees, in limited circumstances under which a neighboring Visiting Angels franchise may accept clients in your Protected Territory. For example, in Metro Areas, the client may use the services of any VA franchised office that they select. However, you will not face competition from other VA franchisees with respect to marketing to referral sources in your Protected Territory, you will not face competition from outlets that we own (we do not own any), and you will not face competition from other channels of distribution or competitive brands that we control (we do not control any).

Territorial Boundaries:

We will determine how many franchises will be available in a given area and designate the number for a given area and where, in general, they should be located. We will then give you the opportunity to select the protected territory you desire from among the available protected territories which we must accept or reject. We will describe the specific geographic boundaries of your Protected Territory in the Franchise Agreement (by zip codes). Since the demographic characteristics of areas within which VISITING ANGELS, Living Assistance Services Franchised Businesses are located differ, the protected territory granted to each franchisee can differ. Some Franchised Businesses, such as those within densely populated areas, will have a smaller protected territory while others in more remote locations will have relatively large protected territories. Your Protected Territory will be assigned by mutual agreement between you and us. Selection of territories will be based on demographics, population density, area income statistics, area marketing statistics and competition. We will analyze these variables so as to determine your Protected Territory. There are no circumstances under which we may alter the boundaries of your Protected Territory after we have signed your Franchise Agreement except by mutual agreement between you and us.

Additional Protected Territory Prior to Signing Franchise Agreement:

If the population of your proposed Protected Territory is at least 200,000 residents (some sparsely populated or rural territories may be smaller than 200,000), you may request a larger Protected Territory before we sign your Franchise Agreement. Additional protected territory can be purchased for a fee which will be calculated based on the price of the current Franchise Offering at the time of purchase. You are responsible to determine the population in the Protected Territory to your own satisfaction. We do not certify the accuracy of any demographic data which we provide for you and you may not hold us responsible for same.

Additional Purchases of Protected Territory or Purchases of Additional Franchises for Established Franchises:

We offer no "rights of refusal" to franchisees to purchase additional areas that border the Protected Territory, neither are we obligated to sell any additional territory or additional franchises to existing franchisees. We have sold additional territory to many franchisees; however, we evaluate each request on an individual basis. It is our policy not to sell a complete additional franchise to any franchisee that has not achieved gross revenues of at least $1 Million in their existing franchise in the previous 12 months.

Our Control Over Protected Territories:

We will not establish a business location for our own benefit within your Protected Territory. We will not license other franchisees to use our Marks who would locate their Franchised Businesses within your Protected Territory, nor will we open a competitive business to be located within your Protected Territory under the same Marks or any other marks during the term of your franchise. In the future, we may offer a separate franchise offering under a different trade name that will specialize in and provide training for institutional staffing to hospitals and other healthcare institutions in your protected territory. However, we will offer this franchise to you prior to making it available to any other parties. We reserve the right to establish company owned outlets and to establish franchises in other geographic areas (not in your protected territory) under any marks. We will not sell any services for our Franchisor corporation within your Protected Territory using our principal trademarks or different trademarks. Continuation of your area of territorial protection does not depend upon achievement of any specific sales volume, gross revenue or market penetration.

Franchise Business Office Assignment:

The Franchise is assigned in the Franchise Agreement for an office location that will be approved by us either upon signing the Franchise Agreement or after it has been signed (in instances in which the locations of the business address for the franchise is not yet known upon signing of the Franchise Agreement).

Franchise Business Office Site Selection:

You will select your commercial business location within your Protected Territory. Your brochures, business cards, media advertisements and/or other printed materials may not list, publish, and/or bear any business address(es) or telephone number(s) which are located outside of your Protected Territory. If your business office address has not been inserted into the Franchise Agreement upon signing of the Franchise Agreement, you may not establish your Franchised

Business location without our written approval. Our approval or disapproval is only with respect to the actual office location and its proximity to other Visiting Angels' Franchised Business locations (not based on any other characteristics of the location). We do not unreasonably withhold our approval regarding requests for relocation of the Franchised Business. When you submit a proposed business address for your franchised agency, we will approve or disapprove the site and notify you within 72 hours by using e-mail or telephone. If we cannot agree with you on any individual site, you must select another. Once established, you may not relocate the business address without our written approval in advance. In most regions (except some that are unusually densely populated), your Franchised Business location must be located at least 7 to 10 miles away from the nearest Visiting Angels franchised office. Our policy is that no more than one franchised office location is permitted for each 400,000 population in a protected territory. We make exceptions in some instances based on unusually large geographic distances within a single protected territory.

Solicitation of Customers Within Your Protected Territory:

While your VISITING ANGELS, Living Assistance Services Franchised Business must operate from the assigned office location, you may solicit and advertise to all potential customers within the Protected Territory.

Solicitation of Customers Outside Your Protected Territory:

You may accept all client referrals from your Metro Area (defined below) or from bordering counties for franchises not in a Metro Area, which may come from sources which were not directly solicited by you. However, you may not meet with potential clients at locations within any of the referral sources outside of your Protected Territory that are restricted in Paragraphs 3.3, 3.3A, 3.3B, 3.3C, 3.4, or 3.4A of the Franchise Agreement, or service clients at the premises of these locations (such meetings and service may take place at the homes of clients).

Metro Area is defined as follows:

To qualify as a "Metro Area", the county in which your Franchised Business address is located must have a population of at least 400,000 or the same county must contain a city with population greater than 250,000 or a city of this size must exist in a county which borders the county of your business address. The Metro Area will comprise at least the entire county in which your business is located and (in some instances) include all counties within the same state (neighboring counties) which border the county of 400,000 population (in the event that this is the county in which your business is located) or which border the county which contains the city of 250,000 population or greater (in such instances you may advertise and accept clients in all neighboring counties).

If the county in which your franchise is located contains one million population or greater, your Metro Area will consist solely of your county and will not exceed the boundaries of your county. In most instances, a Metro Area must contain no more than one city with 250,000 or greater population. If your Metro Area is defined in the Franchise Agreement as a single county of less than 1 million in population, you may accept all clients who seek your services both within your Metro Area, your protected Territory and in all counties which border your Protected Territory (limited to those bordering counties that contain less than 1 million population).

In some markets, the Metro Area may be defined by us at our discretion differently than described above and the boundaries of the Metro area will be disclosed to you in advance and defined in the Franchise Agreement. In the event that your business location is unusually distant from a Metro Area (although located in a neighboring county), we may determine that your business address is too distant from a Metro Area and may define your business location to be not a part of the Metro Area in advance of signing a Franchise Agreement with you.

Solicitations To Referral Sources in Medically Related Fields:

You will not be permitted to solicit to potential sources of client referrals that are employed and/or in business in the medical field/community outside of your Protected Territory including but not limited to hospitals, hospices, geriatric care centers, physicians, nursing agencies, adult day medical centers, clinics, nursing homes, rehabilitation centers, emergency ambulance services, durable medical equipment dealers, pharmacies, assisted living facilities, etc. (medical referral sources will be defined as those business and/or non-profit entities that provide medical services to clients/patients).

Solicitations to Hospitals In "Intermediate" Sized Metro Areas (3.75 Million population or less):

In Metro areas of 3.75 million population or less, all Visiting Angels' franchises which are located in the Metro area may request to discharge planning/case management departments of hospitals located in cities of 300,000 population or greater within the Metro Area that their Visiting Angels' franchised office locations and contact information be listed on client referral lists distributed by such hospitals. In some metro areas, the previous sentence will not be applicable to hospitals located in zip codes in the protected territories of our franchisees that were established prior to the date of the Franchise Agreement. This is due to understanding with previous franchisees that may have been different those contained in this offering. In hospitals that are not located within your Protected Territory, you will not be permitted to place brochures in display holders or otherwise place promotional materials on display within the public view, nor will you solicit to doctors who have offices within the hospital (outside of your Protected Territory) or rehabilitation centers within hospitals located outside your Protected Territory (you may communicate with these entities if they contact you without any direct solicitation from you), nor will you make presentations to groups larger than 2 persons during any single visit/meeting, nor will you distribute more than one brochure and/or business card to each person who you speak with or to whom you mail information. In hospitals (located in cities of 300K population or greater) that are not located within your Protected Territory, mailings by you will be limited to recipients in discharge planning departments (not more frequently than one mailing annually).

Solicitations to Non-Medical Referral Sources In Metro Areas:

If you are in a metro area, you may solicit to all non-medical referral sources in the Metro area except as follows: you must refrain from soliciting to potential sources of client referrals outside of your Protected Territory that are established as and/or employed and/or in business such as churches, senior centers (with no medical component), assisted living facilities (with no medical unit), attorneys, bankers and/or geriatric care managers. In addition, you may not solicit to non-medical senior (retirement) residential communities and retail stores located outside of your

Protected Territory. In some Metro Areas, this paragraph may not be applicable to some franchisees who were established in your Metro Area prior to the date of your Franchise Agreement. You may solicit to all membership organizations which include members located throughout your Metro Area such as the MS Society, American Cancer Society, etc.

Advertising Restrictions:

1) **Advertising in Non Metro Areas:** If your Franchised Business is not located within a Metro Area, you may not solicit business beyond the borders of the Protected Territory except as follows: You may purchase advertising in print media which is based and/or distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory as long as the majority of the circulation of any such media is within the boundaries of your Protected Territory. You may accept all clients and/or caregivers/employees which are generated by this advertising (subject to the restrictions in this paragraph). If your Franchised Business is not located in a Metro Area, you will not purchase advertising which originates outside of your Protected Territory except as specified in this Item. You will not drive a vehicle with Visiting Angels signs on it or bearing our Marks except within the boundaries of your Protected Territory and any area not assigned to another Visiting Angels franchise (regardless of whether your franchise is located in a Metro Area or not).

2) **Advertising in Metro Areas:** If your Franchised Business is in a Metro Area, you will not be permitted to solicit customers/clients outside of the Metro Area in which your franchise is located. You will not be permitted to solicit to residential clients by direct mail or email outside of your Protected Territory. You may purchase advertising independently and/or in cooperation with other franchisees in your Metro Area (for both clients and caregivers/employees) in print media which is distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory (to include print media based outside of your metro area in the event that it circulates to your Protected Territory) with the following restrictions: our permission will be necessary for you to advertise in print media that includes newspapers with less than 250,000 circulation which are principally circulated in towns located outside of your Protected Territory. In addition, you will not be permitted to advertise in print media published by non-medical senior (retirement) residential communities located outside of your Protected Territory without our permission. We may, at our discretion, withhold permission or require you to advertise cooperatively with other franchisees in the Metro Area with respect to such publications. You will not drive a vehicle with Visiting Angels' signs on it or bearing our Marks except within the boundaries of your Protected Territory and any area not assigned to another Visiting Angels' franchise (regardless of whether your franchise is located in a Metro Area or not).

3) **Broadcast Media in Metro Areas:** You may purchase broadcast advertising (radio and/or television) in your Metro Area in broadcast media which is significantly distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory cooperatively with other franchisees in the Metro Area or, with our permission, on an independent basis.

4) **Exceptions in Certain Markets/Metro Areas on Solicitation & Advertising Restrictions:** There are a limited number of markets in which franchises were assigned in the first two to four years of our franchise program in which the Franchise Agreements contained provisions which may differ from the understandings described in this Item 13. In such instances, adjustments may be necessary in your Franchise Agreement to clarify possible limitations with respect to solicitations to specific potential referral entities within specific zip codes in these markets. These conditions are applicable in the following markets; however, they may not be limited to these markets: New Mexico; Austin, TX; Charlotte, NC; Milwaukee, WI; San Jose, CA.

Other Unrelated Businesses Owned by Franchisees:

If you own or acquire another business that is not relevant to any part of this Agreement (Unrestricted Business), you may not sell Visiting Angels home care services to any of your clients/customers of the Unrestricted Business that reside outside of your Protected Territory described here.

Item 13: Trademarks

Use of Our Marks:

You may use all of our Principal Trademarks (trade names, service marks, logotypes, commercial symbols, and designs) used in connection with the operation of our franchisees in their franchised units (collectively known as "Marks"). We may own other marks which are not used in the Franchised Business which you may not use.

The principal Marks you may use are:

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
Living Assistance Services Visiting Angels	2,442,068	April 10, 2001	PRINCIPAL
Visiting Angels	2,475,241	August 7, 2001	PRINCIPAL
Senior Homecare by Angels	2,544,835	March 5, 2002	PRINCIPAL
Senior Care by Angels	2,544,836	March 5, 2002	PRINCIPAL
Select Your Caregiver	2,980,585	August 2, 2005	PRINCIPAL
You Choose Your Caregiver	3,016,831	November 22, 2005	PRINCIPAL
America’s Choice In Homecare	3,284,718	August 28, 2007	PRINCIPAL
Dove Design	3,886,180	December 7, 2010	PRINCIPAL

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
We Care Every Day In Every Way	4,052,994	April 13, 2011	PRINCIPAL
America's Choice in Senior Homecare	4,524,366	May 6, 2014	PRINCIPAL
LIFE CARE NAVIGATION	4,797,525	August 25, 2015	PRINCIPAL
LIFE CARE NAVIGATOR	4,797,526	August 25, 2015	PRINCIPAL
VISITING ANGELS UNIVERSITY	5,099,461	December 13, 2016	PRINCIPAL
SAFE AND STEADY	5,414,622	February 27, 2018	PRINCIPAL

The applications filed were based on our previous and current use of the Marks in interstate commerce. We have filed or intend to file all required affidavits and renewals for the Marks listed above. The Marks have not been registered with the Commonwealth of Pennsylvania.

There are no currently effective material determinations of the United States Patent & Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court concerning our Marks; and no pending infringement, opposition, or cancellation proceedings. There have been no decided infringements, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of a trademark in order to protect our Marks.

There is no pending material Federal or state court litigation regarding our use or ownership of the Marks. There are no currently effective agreements that limit our rights to use or license the use of our Marks. We know of no known prior use or superior prior rights to the use of our Principal Trademarks, nor do we know of any infringing uses of our Marks.

Action Against Infringement:

A federal or state trademark or service mark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Therefore, before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of our Marks or other marks confusingly similar to them within the market area where you wish to do business.

If you find any similar names or marks, you should immediately notify us of them. Any action to be taken in that event is strictly within our discretion. We need not litigate against any party which infringes on our rights to use our Marks. We are not required to pay for your defense if a third party sues you in your region and claims that it holds superior rights to the use of any of the Marks in the region. If we elect to take legal or administrative action in any matter, you must join us as a party to the action, or allow the action to be brought solely in your name, but only as we direct.

Under no circumstances will we be liable to you for any lost profits, start-up or other expenses, or consequential damages which you may suffer as a result of any limitation or diminishment in the rights which we granted to you to use the Marks. If you should lose a lawsuit with a party claiming superior rights over use of the Marks, we are not responsible to pay for any of your costs associated with your damages including losses which you may have incurred in the process.

Function of Marks and Restrictions:

We own and use our rights to the Marks in conducting our business and designating the origin or sponsorship of our services. We reserve the right to update this list by adding or subtracting Marks at any time. The Marks are associated with the services to indicate the source and origin. The rights associated with the Marks are intended to prevent others from using a confusingly similar mark but not to prevent others from making the same goods or providing the same services or from selling them under a non-confusing mark.

We seek to protect the integrity of our Marks and preserve our rights to label our business and services with the Marks so as to avoid consumer confusion and to distinguish our services from those of our competitors. For this reason, we place certain restrictions on your use of the Marks. These restrictions are necessary to insure that our Marks are not diluted or subject to disrepute in the course of your use of the Marks and that our rights in and ownership of the Marks are preserved. In order to maintain the quality reputation and the rights in the Marks, all goods and services and promotional materials relating to the services which contain the Marks must receive our approval in the manner provided in the Franchise Agreement. We will grant or withhold our approval at our sole discretion.

Your use of any of the Marks shall display in every instance the appropriate trademark notice. The notice shall be as follows: (i) Registered U.S. Patent & Trademark Office; (ii) ®; (iii) Servicemark of LIVING ASSISTANCE SERVICES, INC.; (iv) TM; or (v) other similar language as we may approve.

You must clearly identify the Franchised Business as being operated as an independent Franchised Business on the basis of a license which we have provided for you. Identification must be clearly indicated on your business checks, stationary, purchase orders, business cards, receipts, telephone and directory listings, advertising, signs, displays identifying the business promotional materials and all other documents which bear the Marks which we own. You must pay the cost of displaying information. You must not use any language or display the Marks in a way as to create the impression that the Marks belong to you. You will waive all claims to any rights in the advertising or display of the Marks beyond the limited permission to use the Marks granted in the Franchise Agreement. The rights granted in the Franchise Agreement will be limited to your right to use the Marks to identify and advertise your Franchised Business including the use of our Marks on invoices, order forms, stationery, telephone and directory listings, advertising, signs, and products which we supply.

You must not attempt to register with any state or other government agency the trademark or servicemark "LIVING ASSISTANCE SERVICES, Visiting Angels" OR "LIVING ASSISTANCE SERVICES", OR "Visiting Angels" or other trademarks, servicemarks, or logos which we develop for your use in the Franchised Business.

You may not incorporate your business using the name “VISITING ANGELS, Living Assistance Services” or "Visiting Angels", or “LIVING ASSISTANCE SERVICES” or other trademarks, servicemarks, or logos which we develop for your use in the Franchised Business. You must receive our approval prior to selecting a trade name/dba/ta, name, and/or filing same in your county and/or State. We may permit you to file a given trade name and/or restrict your right to advertise using this name.

Use of Our Marks on the Internet:

We will design a website for you at no extra cost and post it on the internet. You agree not to use our Marks or any derivation of them in any domain name registered or used on the internet except as follows: In order to use “Visiting Angels” or any of our Marks in the URL/ domain name of your website, your website must be designed/developed by us and hosted through our website (www.visitingangels.com). The URL to a website bearing our Marks (and approved by us) shall be of the form: [www.visitingangels.com/yourcity]. In such instances (described in the previous sentence), the URL of the website is owned by us. If you desire changes to the website, you agree that you will bear all development costs, fees and maintenance costs for your website. We do update your website on an ongoing basis using funds from the Cooperative Advertising Fund. All uses of our trademarks and copyrights or any derivation thereof by you on the internet and associated technologies must be approved by us in advance and in writing prior to any implementation, activation or agreement for service. This includes, but is not limited to, purchase of domain names (URL), email addresses or weblogs. All designs and text must be approved by us in writing before they can be posted to your website. You agree to follow our directives regarding filings/submissions of your website listings to internet search engines.

Use of Marks on Franchised Business Location:

At your approved office location, you must display signs which are clearly visible to the general public indicating that the business is independently owned and operated as a Franchised Business. We will have the right to remove any unapproved signs from the Franchised Business premises or remove any unapproved advertising without incurring any costs for those items and without being deemed guilty for trespass or any other tort. You must conform to the common image and identity created by the services and associated with our Marks as portrayed by the Brand Standards & Training Manual.

Changes in Use of Marks:

You must make changes in your use of the Marks as we may reasonably require prohibiting an infringement or demeaning of the goodwill, uniformity, quality and business standing associated with the Marks. You must also make changes in your use of the Marks as may become necessary resulting from any legal claims made by third parties. You may not make any changes or amendments whatever to the Marks unless we direct you to do so. If your use of our Marks is successfully challenged by a third party in your region, we may require you to modify or discontinue your use of our Marks. In these instances, you must comply with directives within 45 days after having received written notice from us. If we, at any time, believe it is advisable to modify or discontinue the use of any mark or name which we license to you, you must comply with the changes.

Item 14: Patents, Copyrights and Proprietary Information

At this time, we do not own any patents which are associated with the Franchise. We do assert copyrights to our Brand Standards & Training Manual and all written materials which we provide to you.

Copyrights We Assert & Those We May Obtain:

We intend to copyright our manual(s) and all other written or copyrightable materials which contain trade secrets. You must consider all of our manuals and written materials (including advertisements and promotional materials) which we provide to you to be copyrighted works whether or not these works have been registered with any government agency. These copyrighted works are used in our business in the following way: to promote our services and to maintain standards of service, as well as, service procedures. We intend to defend any copyright we obtain/own against infringements; however, we will reserve the right to determine, if and when, we will take legal action against any infringing party or in response to any claims of infringement against you or us. If we determine that you must modify or discontinue use of the subject matter covered by the copyright, you must comply with our directive. There are no current determinations of the Copyright Office (Library of Congress) and/or courts on our copyrights. You must inform us if you become aware of infringing uses of our copyrights. We need not pay any costs for your for damages which you may incur in a proceeding involving a copyright whether initiated by you, us or any third party. We consider our manual(s) and all written materials to be secret in nature and we prohibit you from disclosure of information about our products, operating procedures and all other information including service procedures, promotional methods which they contain, except as necessary to operate the Franchised Business. Item 11 describes limitations on the use of the Brand Standards & Training Manual by you and your employees. You must also tell us promptly when you learn about unauthorized use of our trade secrets and proprietary information. You must also agree not to contest our interest in our copyrighted materials and other trade secrets. We intend to renew the patents after expiration.

The Franchise Agreement does not provide you with any remedy or rights in the event that we require you to modify or discontinue using any of our copyrighted materials.

Use of Copyright Works:

You must not make any unlicensed use of the copyright works and shall, at no time, do or suffer to be done any act or thing which will in any way impair our rights to the copyright works. It will be further understood that you shall not acquire, and shall not claim any title to the copyright works by virtue of any license granted in the Franchise Agreement or through your use of the copyright works. We intend to renew the copyright(s)/patent(s) after expiration.

Your use of any copyright works shall display in every instance the appropriate copyrighted notice. The following notice shall appear at least once on each piece of promotion or packaged materials for the articles and on any articles used in artwork or designs used with the trademarks: © [Year of First Publication] LIVING ASSISTANCE SERVICES, INC.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

You must attend and successfully complete our initial training program. If you are a partnership or a corporation, at least one of the general partners or corporate shareholders, as appropriate, must attend and successfully complete the training program in your behalf. This person must serve as the principal person for us to contact in connection with the Franchised Unit and must be empowered to oversee compliance with the Franchise Agreement on your behalf. At least one owner/stockholder of your franchise/corporation (owning at least 25% of the stock in the corporation) must be available to manage the Franchised Business on a full-time basis during the first 4 years of operations (or 2 owner/stockholders will be available who will combine their schedules to the equivalent of one, full time manager). After the initial four years, if you elect to delegate the day-to-day operation of your Franchised Business to a manager (in the event that you will not be present at the Franchised Business location at least 3 days per week), the manager must successfully complete our training program, the cost of which must be paid by you (we will consider making exceptions to this policy based on the amount of experience that the manager has in working with your franchise). A manager of the Franchise will be required to sign a covenant not to compete and to maintain trade secrets of the Franchisor.

1. The manager cannot have any business interest with any of our business competitors. It is your responsibility to train all of your managers, supervisors, and employees in order to assure that the Franchised Business is operated in accordance with our requirements.

2. If you are an individual, you must directly supervise the Franchised Business on your premises. If you are a corporation, the direct on-site supervision must be done by a person who owns stock in the corporate entity.

Item 16: Restrictions On What The Franchisee May Sell

We have the right to specify, or otherwise approve, all services which are sold and/or used in franchised units.

You may not offer services which we have not specifically approved in advance. You must offer all services that we designate as required for all franchisees. We have the right to add additional authorized services that you must offer or to modify existing services which you will be authorized to offer. There is no limit on our right to do so unless this presents a hardship for you which you can reasonably demonstrate. You must follow our standard operations formats as communicated in the written specifications within the Brand Standards & Training Manual and other directives issued in writing as well as all reasonable verbal directives and requests communicated by us during the term of the Franchise Agreement. You must agree to the above in the Franchise Agreement.

If we decide to expand or modify the services offered for sale within the Franchise System, we will provide written notice to you. You must then expand or modify the services offered for sale within 180 days after written notification from us.

If you own or acquire another business that is that is not relevant to any part of this Agreement (Unrestricted Business), you may not sell Visiting Angels home care services to any of your clients/customers of the Unrestricted Business that reside outside of your Protected Territory described here.

Who You May Sell To:

You may offer your goods and services to any individual/client who requests them, subject to the limitations described in Items 8, 9 and 12.

Pricing:

Prices to be charged to your customers for services are strictly up to you. If we consult with you on costs and prices, or if we or our agents and/or representatives suggest prices to you, you are under no obligation to adhere to suggestions. If we conduct advertising in which prices for items/services are indicated or suggested, these prices are not binding on you.

Item 17: Renewal, Termination, Transfer And Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of franchise term	Section 2	Term is 10 years.
b.	Renewal or extension of the term	Section 2	If you are in good standing, you can add additional 10-year terms.
c.	Requirements for franchisee to renew or extend	Section 2	The franchisee must sign a contract with materially different terms and conditions from the original contract. A renewal fee is required.
d.	Termination by franchisee	Section 12.6	You may terminate the franchise with our written approval, subject to termination conditions & restrictive covenants F. Agreement 12.7, 13, 13.1, 13.2, or upon any grounds available by law.

	Provision	Section in Franchise Agreement	Summary
e.	Termination by franchisor without cause	**Not Applicable**	
f.	Termination by franchisor with cause	Sections 12.1, 12.3, 12.4	Franchisor can terminate only if franchisee defaults.
g.	“Cause” defined – curable defaults	Sections 12.1, 12.2	You have 30 days to cure: non-payment of fees, non-submission of reports and any other default not listed in Sec. 12.1.
h.	"Cause" defined – non-curable defaults	Sections 12.3, 12.4	Non-curable defaults: conviction of a felony, repeated defaults even if cured, 3 months unpaid fees, abandonment, trademark misuse, unapproved transfers, misuse of our intellectual property, unapproved location of business, failure to meet Performance Standards requirements.
i.	Franchisee’s obligations on termination, non-renewal	Section 13, 13.1, 13.2	Obligations include closing of business, complete de-identification and payment of amounts due.
j.	Assignment of contract by franchisor	Section 11.7	No restriction on our right to assign; no assignment will be made except to an assignee who, in our judgment, is willing and able to fulfill our obligations under the Franchise Agreement.
k.	"Transfer" by franchisee - defined	Sections 11.1, 11.1A, 11.3-11.7	Includes transfer of contract or assets or ownership change.
			Buyer pays Initial Franchise Fee to Franchisor; minimum amount $15,950.00 for up to 325K population, $22,950.00 for up to 500K population, $29,950.00 for up to 750K population, $37,950.00 for up to 1M population, $45,950.00 for up to 1.25M population and $49,950.00 for above 1.25M population

	Provision	Section in Franchise Agreement	Summary
l.	Franchisor approval of transfer by Franchisee	Sections 11.1, 11.4, 11.5	We have the right to approve or disapprove all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Sections 11.1, 11.4, 11.5, 11.6	New Franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, and current agreement signed by new Franchisee (also see r, below). Penalties for unauthorized transfer.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 11.2	We can match any offer for the Franchisee's business.
o.	Franchisor's option to purchase franchisee's business	**Not Applicable**	
p.	Death or disability of franchisee	Section 11.4	Franchise must be assigned by estate to approved buyer.
q.	Non-competition covenants during the term of the Franchise	Section 15, 15.1	No involvement in competing business anywhere in U.S.
r.	Non-competition covenants after the franchise is terminated or expires	Section 13.2	No competing business for 2 years within 20 miles of your Protected Territory (including after assignment). Penalties for violation of covenant.
s.	Modification of the agreement	Section 21	No modification generally but Operating Manual subject to change.
t.	Integration/ merger clause	Sections 19, 21	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.

	Provision	Section in Franchise Agreement	Summary
u.	Dispute resolution by arbitration or mediation	**Not Applicable**	
v.	Choice of forum	Section 19	Litigation must be in Pennsylvania, except as stated in Appendix D "State Disclosures" (subject to applicable state law).
w.	Choice of law	Section 19	Pennsylvania law applies, except as stated in Appendix D "State Disclosures" (subject to applicable state law).

Item 18: Public Figures

We do not use any public figure to promote our franchise. The Franchise Agreement does not restrict your right or our rights to utilize the name of a public figure in promoting our business.

Item 19: Financial Performance Representations

Representations Regarding Earnings Capability:

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.

The Revenue vs Longevity Chart below is based on the actual, annual revenues reported by 546 franchisees that operated in calendar year 2023. There were 542 franchisees operating as of the end of 2023, 12 that opened during 2023, and 6 that closed during 2023. This chart includes all franchisees that opened or closed during 2023, even if they operated during only a part of the calendar year, but this chart also excludes franchisees that did not yet attend training as of October 2023. Annual Revenues means all sums (paid/collected receipts), property, or other value which was received, whether in cash or in kind without deductions of any type, resulting directly or indirectly from services rendered to clients in the normal operation of the Franchised Business.

The rows in the chart represent in increasing dollar ranges, the annual revenues received, in calendar year 2023 only, by the franchisee for providing non-medical home care services to clients. Revenue reports are required by the Franchise Agreement for the calculation of royalties owed by the franchisee to us. These annual revenue amounts are grouped into dollar ranges for the purpose

of the chart. The months represent the number of months since the franchisee had attended our training class. This chart represents a factual, historical financial performance representation of our franchise system.

Some franchisees have sold this amount. Your individual results may differ. There is no assurance that you will sell as much. Written substantiation for the Revenue vs Longevity Chart will be made available to the prospective franchisee upon reasonable request.

2023 Revenue vs Longevity Chart Longevity as of 12/31/2023 by # of Months since training									
2023 Yearly Revenue	1 - 6 mos	7 - 12 mos	13 - 24 mos	25 - 36 mos	37 - 48 mos	49 - 60 mos	61 + mos	Total # Franchises	
$0 - 10,000	6	3					2	11	2.01%
$10,001 - 20,000	1							1	0.18%
$20,001 - 50,000					2			2	0.37%
$100,001 - 200,000	1	1		1	1		6	10	1.83%
$200,001 - 300,000							12	12	2.20%
$300,001 - 400,000			1				13	14	2.56%
$400,001 - 500,000				1		1	12	14	2.56%
$500,001 - 600,000						3	21	24	4.40%
$600,001 - 700,000			1		1		19	21	3.85%
$700,001 - 800,000			1				15	16	2.93%
$800,001 - 900,000							29	29	5.31%
$900,001 - $1 Million					1		25	26	4.76%
$1 - 1.5 Million			1	1	1	2	103	108	19.78%
$1.5 - 2 Million					2	1	69	72	13.19%
$2 - 2.5 Million							64	64	11.72%
$2.5 - 3 Million							25	25	4.58%
$3 - 4 Million							47	47	8.61%
$4 - 5 Milllion							19	19	3.48%
$5 - 7 Milllion							17	17	3.11%
Over $ 7 Million				1			13	14	2.56%
Total # Franchises	8	4	4	4	8	7	511	546	100.00%

Other than the preceding financial performance representation, Living Assistance Services, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Daniel Drennen, at 937 Haverford Road, Suite 200, Bryn Mawr, PA 19010, (800) 365-4189, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchise Information

Table No. 1

System-Wide Outlet Summary
for Years 2021, 2022, 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised Units	2021	547	541	-6
	2022	541	536	-5
	2023	536	542	+6
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	547	541	-6
	2022	541	536	-5
	2023	536	542	+6

Table No. 2

Transfer of Outlets from Franchisees to New Owners (Other than the Franchisor) for Years 2021, 2022, 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
AL	2021	0
	2022	2
	2023	0
AR	2021	0
	2022	0
	2023	1
CA	2021	0
	2022	8
	2023	0
CO	2021	4
	2022	3
	2023	0
DE	2021	0
	2022	0
	2023	0
FL	2021	2
	2022	1
	2023	1
GA	2021	1
	2022	2
	2023	0
IA	2021	0
	2022	2
	2023	1
ID	2021	0
	2022	1
	2023	0
IL	2021	1
	2022	2
	2023	1
KY	2021	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2022	0
	2023	0
MA	2021	1
	2022	2
	2023	0
MD	2021	0
	2022	1
	2023	0
MI	2021	2
	2022	1
	2023	0
MN	2021	0
	2022	1
	2023	2
MO	2021	2
	2022	2
	2023	0
MS	2021	0
	2022	1
	2023	0
MT	2021	0
	2022	1
	2023	0
NE	2021	0
	2022	1
	2023	0
NH	2021	0
	2022	0
	2023	1
NJ	2021	1
	2022	1
	2023	0
NC	2021	1
	2022	2
	2023	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
OH	2021	1
	2022	1
	2023	2
OK	2021	0
	2022	1
	2023	0
PA	2021	1
	2022	3
	2023	2
SC	2021	1
	2022	0
	2023	0
SD	2021	0
	2022	1
	2023	0
TX	2021	0
	2022	8
	2023	1
UT	2021	0
	2022	1
	2023	0
VA	2021	0
	2022	0
	2023	3
WA	2021	0
	2022	1
	2023	1
WI	2021	0
	2022	0
	2023	1
Totals	2021	18
	2022	50
	2023	18

Table No. 3

Status of Franchised Outlets
for Years 2021, 2022, 2023

Column 1 State	Column 2 Year	Column 3 Outlet at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reason	Column 9 Outlets at End of Year
AL	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
AK	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
AZ	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	1	13
	2023	13	0	0	0	0	0	13
AR	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
CA	2021	58	0	0	1	0	0	57
	2022	57	1	0	1	0	1	56
	2023	56	3	0	0	0	0	59
CO	2021	13	0	0	0	0	1*	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
CT	2021	9	0	0	0	0	0	9
	2022	9	1	1	0	0	0	9
	2023	9	0	0	0	0	0	9
DE	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
DC	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
FL	2021	36	0	0	0	0	0	36
	2022	36	0	0	0	0	1	35

Column 1 State	Column 2 Year	Column 3 Outlet at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reason	Column 9 Outlets at End of Year
	2023	35	0	0	0	0	0	35
GA	2021	25	0	0	0	0	0	25
	2022	25	1	0	0	0	1	25
	2023	25	0	1	0	0	0	24
HI	2021	1	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	1	0	0	0
IA	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
ID	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
IL	2021	21	0	0	0	0	1	20
	2022	20	1	0	0	0	1	20
	2023	20	1	0	0	0	0	21
IN	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
KS	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
KY	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	1	4
	2023	4	2	0	0	0	0	6
LA	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MA	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	0	0	0	0	0	19
ME	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlet at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reason	Column 9 Outlets at End of Year
	2023	1	0	0	0	0	0	1
MD	2021	16	0	0	0	0	1	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15
MI	2021	21	0	0	0	0	1	20
	2022	20	0	0	0	0	1	19
	2023	19	1	0	0	0	0	20
MN	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
MS	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
MO	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
MT	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
NE	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NV	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NH	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
NJ	2021	21	0	0	0	0	0	21
	2022	21	1	0	0	0	0	22
	2023	22	1	0	0	0	0	23
NM	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlet at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reason	Column 9 Outlets at End of Year
	2023	3	0	0	0	0	0	3
NY	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NC	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
ND	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
OH	2021	24	0	1	1	0	0	22
	2022	22	0	0	0	0	0	22
	2023	22	1	1	0	0	1	21
OK	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
OR	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
PA	2021	26	0	0	0	0	1	25
	2022	25	0	0	1	0	0	24
	2023	24	0	0	0	0	0	24
RI	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
SC	2021	8	1	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
SD	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TN	2021	10	1	0	0	0	1	10
	2022	10	0	0	0	0	0	10

Column 1 State	Column 2 Year	Column 3 Outlet at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reason	Column 9 Outlets at End of Year
	2023	10	0	1	0	0	0	9
TX	2021	50	1	0	0	0	0	51
	2022	51	0	0	0	0	0	51
	2023	51	2	0	0	0	0	53
UT	2021	6	0	0	0	0	1	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
VT	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
VA	2021	18	1	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	0	0	0	0	0	19
WA	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	1	13
	2023	13	0	0	0	0	0	13
WV	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
WI	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
WY	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
TOTAL	2021	**547**	**5**	**1**	**2**	**0**	**8**	**541**
	2022	**541**	**8**	**2**	**2**	**0**	**9**	**536**
	2023	**536**	**12**	**4**	**1**	**0**	**1**	**542**

*A franchisee that operated two locations transferred to a franchise that only operates one.

Table No. 4

Status of Company-Owned Outlets
for Years 2021, 2022, 2023

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed But Outlet not Opened	Column 3 Projected New Franchised Outlet In the Next Fiscal Year	Column 4 Projected New Company Owned Outlet In the Next Fiscal Year
CA	1	1	0
FL	0	1	0
KY	0	1	0
MI	0	1	0
PA	0	1	0
TX	0	1	0
Totals	1	6	0

Attached to this Franchise Disclosure shall be a list of all Franchisees to include their names, business addresses and telephone numbers (see Exhibit C List of Franchisees) current to 12-31-2023. Also attached to this Franchise Disclosure shall be a list identifying the names, city and state and business (or, if unknown, home) telephone numbers of every franchisee who ceased doing business under the franchise agreement or had an outlet terminated, canceled, or not renewed within the last fiscal year. There are no franchisees that we have not communicated with in the past 10 weeks.

None of the franchisees who have left the franchise system have signed confidentiality clauses with us during the last three fiscal years.

Our Franchisee Advisory Council has been endorsed by us and is chaired by franchisee Louise Murphy. You may contact Louise Murphy using the contact information provided on our franchisee contact list.

If you buy this franchise, your contact information will be disclosed to other buyers during the term of the Franchise and after you leave our franchise system.

Item 21: Financial Statements

Attached (Exhibit B) are our financial statements prepared in accordance with the generally accepted accounting principles dated: December 31, 2021, December 31, 2022, and December 31, 2023.

Item 22: Contracts

Attached (Exhibit A) is a copy of the Franchise Agreement which you will sign in order to become a franchisee.

Item 23: Receipt

Attached (Exhibit G) are two copies of the Franchise Disclosure Document Receipt. Please sign and return one copy to us, and keep the other copy for your records.

Exhibit A

Franchise Agreement

FRANCHISE AGREEMENT

Agreement (the "Agreement") made this day of 2024, by and between LIVING ASSISTANCE SERVICES, INC. under the laws of the Commonwealth of Pennsylvania located at 937 Haverford Road. Suite. 200, Bryn Mawr, PA 19010, (called Franchisor, or "We", "we", "us" or "our") and

whose principal address is:

(called Franchisee, or "You", "you," or "your") (together the "Parties") agree as follows:

RECITALS

A. We own the servicemarks, “VISITING ANGELS and VISITING ANGELS Living Assistance Services, and Senior Homecare By Angels and LIVING ASSISTANCE SERVICES Visiting Angels" (the Marks). We are the Franchisor and operator of non-medical private duty home caregiving businesses for homebound elderly and convalescing clients (and non-medical caregiver staffing for institutions) under the names, “VISITING ANGELS and VISITING ANGELS Living Assistance Services, and LIVING ASSISTANCE SERVICES Visiting Angels". We have developed valuable formats, formulas, procedures, information, knowledge and practices used in the operation of those franchised home caregiving businesses in which you will receive comprehensive training. You acknowledge that you do not possess knowledge of our software, formats, formulas, procedures, business methods, and information or knowledge pertaining to our business.

B. You intend to join our Franchise System and you desire access to our formats, formulas, procedures, business methods, business forms, business policies and knowledge pertaining to the operation of our franchised home caregiving businesses. In addition, you desire access to information pertaining to new developments and techniques in our business.

C. You are granted the right to use the VISITING ANGELS, Living Assistance Services name and the Marks (as defined in the next Paragraph) and designs which are associated with LIVING ASSISTANCE SERVICES, INC. in accordance with the terms and conditions which are in this Agreement. We are developing a network of Franchised Businesses bearing the VISITING ANGELS, Living Assistance Services name and which

are operated in accordance with our requirements and format in order to create and maintain a unique image and appeal to the public. In this regard, we must maintain control over the format, service procedures, marketing practices and procedures, advertising and promotion of your VISITING ANGELS Living Assistance Services Franchised Business.

D. All trademarks, trade names, service marks, logotypes and other commercial symbols (collectively known as "Marks") as well as processes, trade secrets, trade practices, copyrights, patents, manuals, forms, formats, advertising and promotional material and practices, operating practices and procedures, training materials, goodwill, and all other items, tangible or intangible, used presently or in the future in connection with the Franchise and with VISITING ANGELS Living Assistance Services franchised units are referred to in this Franchise Agreement as "the assets" and shall remain our property.

The preceding recitals are incorporated into this Agreement and the parties (you and us) agree as follows:

1. **GRANT OF FRANCHISE**

Upon payment of the "Initial Franchise Fee" described in Appendix A, attached to and made part of this Agreement, as well as the other Fees described in this Agreement, we grant you a license (Franchise) and the right, subject to the terms and conditions of this Agreement, to use the assets in connection with the operation of your own VISITING ANGELS Living Assistance Services Franchised home caregiving business (the Franchised Business).

The Franchise is assigned to the individuals and/or business entity named above. In the event that the franchise is not assigned to a business entity upon execution of this agreement by both parties, the Franchise may be assigned to a business entity (at a later point in time) that is wholly owned by the individuals named above (and no others) without our approval and without the requirement to pay any transfer Fee to us. In the event that the Franchise is to be transferred to a business entity, the majority of which is owned by individuals other than those named above, the provisions of Paragraphs 11.1-11.5 of this Agreement will apply.

2. **TERM AND RENEWAL**

This term of the Franchise is for a period of ten (10) years (Term). It expires [insert date], 2034. The commencement date of this term shall be the date that we sign this Agreement. If, upon expiration of the term, during the term you have substantially complied with all of the material provisions of the Franchise Agreement, are operating your Franchise Business in substantial compliance with our Brand Standards & Training Manual, are not in default of the Franchise Agreement and have fulfilled the Performance Standard in the Franchise Agreement, we, at our sole discretion, will provide you with a right to renew the Franchise for an additional 10-year term (the “Renewal Term”). Renewal must be signed in writing and signed no later than the date of expiration of the Franchise. Renewal shall be accomplished by signing a Renewal Franchise Agreement

which will be in use in our Franchise System at that time, and which will contain new terms and conditions which differ from this Agreement. We agree to provide the Renewal Franchise Agreement for you to review at least 45 days in advance of the expiration of the Franchise (based on the above conditions). At the time of renewal, you will not be required to pay any additional "Initial Franchise Fee". You agree, however, to pay us a Renewal Fee in the amount of **$10,000.00** in order to renew your Franchise. If, upon the date of expiration of the Franchise, you have not signed the Renewal Franchise Agreement, and paid the Renewal Fee to us, the Franchise shall automatically terminate upon expiration of the term without the need for any further writing between the parties.

Based on the above conditions, you will have the right to continue to renew the Franchise for additional periods of 10 years by signing the then existing Franchise Agreement.

3. **TERRITORY**

3.1 *Territorial/Marketing Area Description:* You are awarded the right to locate your Franchised Business in one business location (address) from within the following Protected Territory (the "Protected Territory") and no other; your specific VISITING ANGELS Living Assistance Services Franchised Business Location must be located within the Protected Territory which is described as follows:

The geographic areas presently serviced by the United States Postal Service in the following towns/zip codes in the State of _____: Approximate Total Population [ ]. There are no other zip codes in the Protected Territory.

_____

_____

The Franchised Location (address) is the following:_____

You agree that your brochures, business cards, media advertisements and/or other printed materials may not list, publish, and/or bear any business address(es) or telephone number(s) which is/are located (and/or originate) outside of your Protected Territory. You agree to submit all proposed business telephone numbers to us in advance for us to approve or disapprove prior to connecting the numbers or publishing them in any media.

a) *Insertion of Franchised Address:* The address of your Franchised VISITING ANGELS Living Assistance Services Location shall be inserted above after you sign a lease for or establish the Franchised Location. You agree that the Franchised Business will be located in an actual street commercial business address (PO Boxes and UPS store or shipping store, or home office locations are not accepted by us) to be centrally located in your Protected Territory. If your business office address has not been inserted into this Agreement upon signing of this Agreement, you may not establish your Franchised Business location without our written approval. Once established, you may not relocate the Franchised Business address without our written approval.

3.2 *Protected Territory:* You are granted a Protected Territory. Within the Protected Territory, we agree that we will not open or grant someone else the right to open a franchised VISITING ANGELS Living Assistance Services business (to be located within your Protected Territory) during any term of your Franchise, provided that this Agreement has not been previously terminated either by expiration of its term, or uncured breach on your part of this Agreement. The Protected Territory will be determined based on mutual agreement between you and us. We will not locate a company owned unit or grant a Franchise to sell non-medical home care services under a different trade name to be located within your Protected Territory during the term of your franchise agreement. Since the markets in which franchised VISITING ANGELS Living Assistance Services businesses are established may differ, you understand that the size of the Protected Territory which is granted to you may differ from that of other franchisees within our Franchise System. As such, some franchises, such as those within densely populated areas, and the like, will have a smaller Protected Territory while others in more remote locations will have relatively large Protected Territory.

3.3 *Solicitation Restrictions:* You may advertise to and sell your services to all potential clients within your Protected Territory and your Metro Area (subject to restrictions described in Paragraphs 3.3, 3.3 A, 3.3 B, 3.3 C, 3.4, 3.4 A). You may not provide services to clients within the premises of locations within any of the referral sources/facilities (hospitals, nursing homes, rehabilitation centers, assisted living facilities) outside of your Protected Territory that are restricted in Paragraphs 3.3 A & 3.3 C (unless you have received written permission from us).

Metro Areas are defined as follows: To qualify as a Metro Area, the county in which your Franchised Business address is initially located must have a population of at least 400,000 residents or must contain a city with population greater than 250,000 or a city of this size must exist in a county which borders the county of your business address. The Metro Area will be designated in this Agreement and will comprise at least the entire county in which your business is located. In some instances the Metro Area will include all counties within the same state (neighboring counties) which border the county of 400,000 population (in the event that this is the county in which your business is located) or which border the county which contains the city of 250,000 population or greater. If the Protected Territory assigned to your franchise is located entirely in a county which contains one million population or greater upon signing this Agreement, or if your Franchised Business location is within a county of one million population or greater, your Metro Area will consist solely of the county of one million population and will not exceed the boundaries of this county. If your Metro Area is defined in this Agreement as a single county of less than one million population, you may accept all clients who seek your services both within your Metro Area, your Protected Territory and in all counties which border your Protected Territory (limited to those bordering counties that contain less than one million population).

In the event that your business address is unusually distant from a Metro Area (although located in a neighboring county), before you sign this agreement, we may determine that your business address is too distant from a Metro Area and we may define your business location to be not a part of the Metro Area (this would be stipulated in this Agreement). In

some markets the Metro Area may be defined by us at our discretion differently than described above and the boundaries of the Metro area will be disclosed to you in advance and defined in this Agreement. **This Area is not a Metro Area/ Your Metro Area is _____.**

A. You agree to refrain from soliciting to potential sources of client referrals that are employed and/or in business in the medical field/community outside of your Protected Territory (whether your franchise is in a Metro Area or not) including but not limited to hospitals, hospices, geriatric care centers, physicians, nursing agencies, adult day medical centers, clinics, nursing homes, rehabilitation centers, emergency ambulance services, durable medical equipment dealers, pharmacies, assisted living facilities (ALFs), etc. (medical referral sources will be defined as those business and/or non-profit entities that provide medical services to clients/patients). You may attend business networking meetings only at locations within your Protected Territory and at such meetings you may solicit only to businesses/referral sources that have business addresses located within your Protected Territory except as follows (this sentence is also applicable to Paragraph 3.3 C below): With our permission, you may solicit to all organizations which include members located in your Protected Territory (if possible, such solicitations should be limited to the members that are located in your Protected Territory). You may exhibit at senior fairs, health fairs and other exhibitions located only within your Protected Territory (except in instances where we provide permission for you to exhibit elsewhere). You may also accept all client referrals from your Metro Area (or from bordering counties for franchises not in a Metro Area) which may come from sources which were not directly solicited by you. You agree not to sign any written (provider) contracts with any medical or non-medical referral sources (described in this Paragraph or in Paragraph 3.3 C) that are not located within the zip codes listed in your Protected Territory. In some instances, we may direct you to notify a medical or non-medical referral source that is located outside of your Protected Territory to remove your name from their provider referral list; you agree to comply with such a directive, if received by you.

B. *Solicitations to Hospitals In Intermediate Sized Metro Areas (3.75 million population or less):*

In Metro Areas of 3.75 million population or less (population size at the time of the signing of this agreement), all Visiting Angels franchises which are located in the Metro Area may request to discharge planning/case management departments of hospitals located in cities of 300,000 population or greater within the Metro Area that their Visiting Angels franchised office locations and contact information be listed on client referral lists distributed by such hospitals. In some Metro Areas, the previous sentence will not be applicable to hospitals located in zip codes in the Protected Territories of our franchisees which were established in your Metro Area prior to the date of this agreement. Notwithstanding the previous sentence, in hospitals (located in cities of 300,000 population or greater) that are not located within your Protected Territory, you will not be permitted to place brochures in display holders or otherwise place promotional materials on display within the public view, nor will you solicit to doctors who have offices within the hospital (outside of your Protected Territory) or rehabilitation centers within hospitals

located outside your Protected Territory (you may communicate with these entities if they contact you without any direct solicitation from you), nor will you make presentations to groups larger than 2 persons during any single visit/meeting, nor will you distribute more than one brochure and/or business card to each person who you speak with or to whom you mail information. In hospitals (located in cities of 300,000 population or greater) that are not located within your Protected Territory, mailings by you and/or telephone calls will be limited to recipients in discharge planning departments (not more frequently than is needed to accomplish the inclusion of the name of your Franchise on the hospital's referral list); meetings with such parties (in-person) will be limited to once annually.

C. *Solicitations to Non-Medical Referral Sources in Metro Areas:*

If you are in a Metro Area you may solicit to non-medical referral sources in the Metro Area except as follows: you agree to refrain from soliciting to potential sources of client referrals outside of your Protected Territory that are established as and/or employed and/or in business as corporations, retail stores, churches, attorneys, bankers and/or geriatric care managers. In addition, you may not solicit to non-medical senior (retirement) residential communities located outside of your Protected Territory (restrictions on solicitations to non-medical referral sources may not be limited to those listed in this Paragraph). You acknowledge that in some Metro Areas, the previous sentences may not be applicable to some franchisees which were established in your Metro Area prior to the date of this Agreement.

3.4 *Advertising & Marketing Restrictions:* If your Franchised Business is not located within a Metro Area, you may accept all clients who seek your services both within your Protected Territory and in all counties which border your Protected Territory with the following restrictions: You may not meet with potential clients at locations within any of the referral sources outside of your Protected Territory that are restricted in Paragraphs 3.3 A, 3.3 C, or provide services to clients within the premises of these locations (such meetings and service may take place at the homes of clients) nor will you conduct meetings for any business purpose at locations within any of the referral sources outside of your Protected Territory that are restricted in Paragraphs 3.3 A, 3.3 C (without our permission in advance). If your Franchised Business is not located within a Metro Area, you may not solicit business beyond the borders of the Protected Territory except as follows: You may purchase advertising in print media which is based and/or distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory as long as the majority of the circulation of any such media is within the boundaries of your Protected Territory (subject to our permission which will not be unreasonably withheld). You may accept all clients and/or caregivers/employees which are generated by this advertising (subject to the restrictions in this Paragraph). If your Franchised Business is not located in a Metro Area, you agree not to purchase advertising which originates outside of your Protected Territory except as specified in this Paragraph. You agree not to drive a vehicle with Visiting Angels signs on it or bearing our Marks except within the boundaries of your Protected Territory and any area not assigned to another Visiting Angels franchise except as provided for in the Brand Standards & Training Manual.

A. If your Franchised Business is in a Metro Area, you agree not to solicit customers/clients outside of the Metro Area and/or the Protected Territory in which your franchise is located. You agree not to solicit to residential clients by direct mail or email outside of your Protected Territory. We have the right to require all franchisees in a Metro Area to invite other franchises in the Metro Area to advertise cooperatively in media within a Metro Area and you agree to comply with such directives. This will be applicable only to media that penetrates outside the boundaries of your Protected Territory (and/or in more than one franchised Protected Territory) in the event that you wish to advertise in such media. You may purchase advertising independently and/or in cooperation with other franchisees in your Metro Area (for both clients and caregivers/employees) in print media which is distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory (to include print media based outside of your Metro Area in the event that it circulates to your Protected Territory) with the following restrictions: our written permission will be necessary for you to advertise in print media that includes newspapers/newsletters with less than 250,000 circulation that are that are located in and/or principally circulated in towns located outside of your Protected Territory. We may at our discretion withhold permission or require you to advertise cooperatively with other franchisees in the Metro Area with respect to such publications. You may purchase broadcast advertising (radio and/or television) in your Metro Area in broadcast media which is significantly distributed within your Protected Territory and penetrates beyond the borders of your Protected Territory cooperatively with other franchisees in the Metro Area or, with our permission, on an independent basis. In addition, you may not advertise in print media published by non-medical senior (retirement) residential communities located outside of your Protected Territory without our permission. You acknowledge that in some Metro Areas, the previous four sentences may not be applicable to some franchisees that were established in your Metro Area prior to the date of this Agreement.

B. *Pay Per Click and Internet Ads:*

You may purchase “Pay Per Click” (PPC) and internet advertising (through internet consulting companies and internet media) that penetrate your Protected Territory. Internet ads must be limited to the zip codes of your Protected Territory, to the extent that this is possible.

The websites that you advertise should be controlled by us and assigned to you (i.e. your website as a domain of www.visitingangels.com). If you advertise on the websites of commercial entities owned/controlled by others and the advertising penetrates beyond the borders of your Protected Territory, we have the authority to require you to advertise cooperatively with other franchises located within your Metro Area as defined in the Franchise Agreement.

You agree to submit all advertising copy for our review in advance of its placement and that you will not utilize any advertisements that have not been approved by us.

3.5 *Additional Protected Territory:* If the population of your proposed Protected Territory is at least 200,000 residents, you may request a larger Protected Territory

before we sign your Franchise Agreement. If we approve your request, you will pay us an additional Initial Franchise Fee at the time you sign the Franchise Agreement (the Fee will be calculated based on the price of the current Franchise Offering at the time you make the purchase). The Franchise Agreement provides no guarantee for you to purchase additional Territory subsequent to execution of this Agreement, nor any guarantee of any specific purchase price for any potential additional territory that may be purchased. You are responsible to determine the population in the Protected Territory to your own satisfaction. We do not certify the accuracy of any demographic data which we provide for you and you may not hold us responsible for same.

3.6 *Opening Requirements:* You agree to open your Franchised Business no later than 120 days following the completion of your initial training class. In the event your Franchised Business is not opened before 120 days after the completion of your initial training class, we may, at our sole discretion, elect to terminate your Franchise. In the event that we elect to exercise this option, we will not refund any portion of your Initial Franchise Fee.

4. **OBLIGATIONS OF FRANCHISOR**

In return for payment of the Initial Franchise Fee and Gross Service Fee(s), and so long as you have not failed to cure any default on any of the terms and conditions of this Agreement, we will provide, at times and in methods and manners as we in our own discretion reasonably determine, the following services to you and your Franchised Business:

4.1 *Use of Our Marks:* Use of our Marks and copyrighted materials are granted to you for the duration of this Agreement. The Marks (trademarks, trade names, service marks, commercial symbols, designs) associated with franchised units are licensed to you and are our absolute property under this Agreement. All improvements to the Marks and patents associated with franchised units will also become our absolute property. Other trademarks, trade names, service marks, logotypes, designs, patents, copyrights, and/or other commercial property or symbols may be registered by us in our name and licensed to you based on the terms of this Agreement from time to time, but only those items and only to the extent which we may specify to you in the future.

4.2 *Brand Standards & Training Manual:* We will make available on loan to you our Visiting Angels Brand Standards & Training Manual which may be downloaded from our website, which includes our trade and operating procedures (which you agree to maintain confidential and secret). The Brand Standards & Training Manual will always remain our property and must be returned to us in the event that the Franchise is terminated. The Brand Standards & Training Manual will address those subjects described in Item 11 of the Franchise Disclosure Document, titled "Brand Standards & Training Manual".

a) *Sample Letters, Forms, Ads:* We will provide access to the following items on our website which may be downloaded onto your computer and used in your Franchised Business: Home care service control forms, invoices, client and caregiver spreadsheet

rosters; sample letters to clients, caregivers, referral sources, collections; sample advertisements, artwork, brochure text, brochure layouts, press releases, radio and TV commercials.

b) *Vendors:* We will provide a list of vendors which you may utilize at your option for purchases of the following products/services: Criminal background screenings, operations software, caregiver training manuals and videos, liability insurance, caregiver services, bonding services, payroll services, printing, graphic design services, employment testing services, internet advertising and consulting companies.

c) *Consultation:* The initial services which we provide to you following the signing of the Franchise Agreement include consultation with you on telephone services; computer and software selection; ordering initial orders of printed materials etc.

4.3 *Training at Our Location:* We will provide our initial training class, and/or virtual training using virtual visual platforms, for a total of two individuals associated with your Franchise at no extra charge prior to the scheduled opening of your Franchised Business at a time which we will specify. However, despite this training, any such individuals are not considered our employees. If you are a partnership or a corporation, at least one (1) of the trainees must be your general partner or principal shareholder, as appropriate. The required training lasts approximately 5 days and shall consist of training in those subjects described in Item 11 of the Franchise Disclosure Document, titled "Initial Training". All trainees that you designate must attend the training course at the same time. You agree to pay for your own travel, living, and all other costs, expenses, and salaries, as well as those of your employees. If you have previously purchased another Visiting Angels franchise and have previously attended our training class, you will not be required to do so again. If the previous sentence is applicable and you decide not to attend our current training class, all of this Agreement will remain in force. The training may be offered remotely using a virtual video platform such as “Zoom”. In this instance, it will not be necessary for you to travel to our location to attend the training**.**

If you desire to have additional persons attend initial training or to receive additional training after the initial training, these individuals must be approved by us and you must pay additional training Fees to us for each additional person to be trained which is currently $3,500.00 (this amount may increase in the future upon written notice from us). The additional training Fee must be paid in advance of receiving the additional training.

4.4 *Pre-opening Advertising:* We will help you to select media purchases for advertising for your initial recruitment of caregiver staff and potential clients. We will provide graphic designs, layouts and written copy for advertisements and brochures which you may use at no extra cost to you (you must pay production costs to third party vendors for items such as camera ready ad slicks and typesetting of specific ads for your Franchised Business address).

4.5 *Ongoing Assistance:* The services which we are required to provide for you following the opening of your Franchised Business include the following services:

a) *Additional Training/Education:* We may, as we determine, offer additional training/education, conferences, seminars and refresher courses. Additional training/education sessions may be mandatory for you to attend (i.e. the annual National Conference; see 9.17). For the first 4 years of the term of the Franchise, you must attend our annual National Conference. After the first 4 years, it is required that you attend at least one major meeting per year (annual National Conference or "Business Builder"). In some instances, the cost of additional training and/or regional meetings shall be covered by the continuing Gross Service Fee which you pay us on an ongoing basis. In other instances, there may be Fees which will be necessary for you to pay to attend additional conferences, seminars or training (there is a charge to attend the annual National Conference). The cost of any housing or transportation shall be your sole responsibility when attending any training and/or continuing training/education program.

You agree to pay to us the price of admission to the National Conference for one individual/principal from your franchise prior to the date of the National Conference, each of the first four (4) years after the date of this Agreement (the price may increase from one year to the next).

b) *Telephone and Electronic Mail Consultation:* We will provide continuing advice and assistance to you which shall be provided by phone contact, video conferencing and electronic mail which will be initiated by you and us.

c) *Continuing Research and Development:* We will continue to conduct research into improved ways to operate and market the Franchised Business and will share these ideas with you. We may from time to time introduce new services for you to market in your Franchised Business.

d) *Ongoing Advertising and Marketing Assistance:* Upon your request, we will help you select media purchases for and schedule your ongoing advertising. In addition, we will provide ongoing consultation to you concerning developing sales presentations to potential clients and sources of client referrals. We will not place, run or pay the media placement costs of any media advertisements, commercials or promotions for you (except for cooperative advertising in which you will contribute a monthly advertising Fee).

e) *Graphic Designs for Brochures, Advertisements:* We will provide graphic designs, layouts and written copy for advertisements, brochures, letterhead, envelopes, business cards, etc. which you may utilize (you must pay for production costs such as ad slicks and typesetting of specific ads for your Franchised Business address). If you request additional promotional materials to be developed solely for your individual franchised agency, we will fulfill those requests at our option based on our discretion as to the extent to which the item(s) may benefit our entire franchise system (we will reserve the right to charge you costs associated with production of individualized promotional materials for your franchise).

f) *Internet Services:* We will maintain a website which will promote the home care services of our franchise system on the internet and provide information regarding same to potential clients. You will be authorized to print our website address on your business cards, stationary, advertisements, etc.

g) *National & Regional Cooperative Advertising Programs:* We will administrate a national cooperative advertising program on behalf of our franchise system in which we will place advertisements in nationally circulated media which will be paid for using monthly contributions paid to us by you and other franchisees (see Cooperative Advertising Fee; Paragraph 8.1). The inquiries (potential clients) which are received by us from individuals seeking home care services will be distributed to the franchised office which is nearest to the location of each potential client. We may also administrate a Regional Cooperative Advertising Program in your market which will be optional for you to participate in (contribute to costs of advertising). If you opt not to participate in a Regional Cooperative Advertising Program you would not receive any client leads from such a program but you will continue to receive leads from the National Cooperative Advertising Program. We may negotiate contracts for home care services with regional or national Managed Care Organizations, insurance companies or similar entities. It may be necessary for your Franchised Business to fulfill certain criteria necessitated by such contracts in order to receive referrals generated from these sources.

4.6 *Email Fee:* At your request and for our then-current Email Fee, we will provide email accounts for your employees with the domain "@visitingangels.com". The Email Fee is charged monthly and is intended to cover a portion of our costs to provide and administer properly branded email accounts. The amount of the Email Fee depends on the type of email account that you choose. We reserve the right to increase this fee at any time as our costs change.

4.7 *Technology Fee.* We reserve the right to implement and require you to pay our then-current Technology Fee, which is intended to cover a portion of our costs to provide and administer scheduling software, our intranet and other technology used by the Visiting Angels franchisees.

4.8 *No Other Obligations:* With the exception of the information provided in Paragraphs 4 to 4.7 concerning our initial and continuing obligations and commitments to provide assistance to you in your establishment and operation of the Franchised Business, you understand and agree that we have no other obligations for supervision, assistance or services to your Franchised Business.

5. **INITIAL FRANCHISE FEE**

You agree to pay to us an Initial Franchise Fee in the amount of: [ranging from $51,950.00 (Rural Franchise) to $64,950 (Standard Franchise) which is payable at the time that you sign this Agreement (or proportionately higher based upon the population of your Protected Territory) to $89,950.00 (or higher based upon the population of additional Protected Territory you may purchase as part of this Agreement)] (the amount varies based on the size of the Protected Territory assigned to your Franchise). The

Initial Franchise Fee will be $51,950.00 in all regions in which a radius of 30 miles with the Franchised Address at the center comprises a population of 100,000 or less (and in which the Protected Territory will not exceed 100,000 population). In all regions in which the Protected Territory will be greater than 100,000 population and up to 200,000 population the Initial Franchise Fee will be $64,950.00 (Standard Franchise) and proportionately higher in instances in which the population of the Protected Territory exceeds 200,000. In all regions in which the Protected Territory will be 325,000 population, the Initial Franchise Fee will be $89,950.00. The Initial Franchise Fees described in this Paragraph will not be applicable to any purchases of additional territory approved by us subsequent to the date of signing of this Agreement. The Initial Franchise Fee which you pay is non-refundable, subject to Paragraph 6 of this Agreement. Your payment of the Initial Franchise Fee includes payment for items listed in Paragraph 4 which we provide to you at your initial training class.

6. **APPROVAL OF FRANCHISE**

We reserve the right to be selective in assigning franchises. If we present this document to you for your review, this does not mean that we are offering you a franchise at this time or at any time in the future. When you sign this Agreement, it will not be approved or accepted by us until we actually sign it and provide you with a copy signed by us. If we do not sign this Agreement, this will mean that we have not approved it and your check which you gave us for the Initial Franchise Fee shall be returned to you within five (5) business days from the date that we received it from you along with the original Franchise Agreement which you signed. We reserve the right to notify you of our intent to terminate the franchise and refund your initial franchise Fee at any time prior to and including the last day of your initial training class if we determine that you have failed to successfully complete our initial training class, or for any other reason, at our sole discretion. In such an instance, we will refund your Initial Franchise Fee no later than 7 days after the last day of the training class.

7. **SERVICE FEES**

7.1 *Monthly Gross Service Fee*

a) *Gross Service Fee:* You agree to submit to us, a Service Fee payment ("Gross Service Fee"), paid monthly, in the amount of 3.5% of the Gross Revenues (paid/collected receipts which include the wages of the caregivers) of your Franchised Business during each corresponding month, less any amounts which you collect to be paid to state(s) and/or Federal Government as sales taxes.

In any month in which your Franchised Business receives Gross Revenues of $125,000 per month or greater, you agree to pay us a Gross Service Fee in the amount of 3.25% of the Gross Revenues (paid/collected receipts) of the Franchised Business less any amounts to be collected as sales taxes.

In any month in which your Franchised Business receives Gross Revenues of $225,000 per month or greater, you agree to pay us a Gross Service Fee in the amount of 3.0% of

the Gross Revenues (paid/collected receipts) of the Franchised Business less any amounts to be collected as sales taxes.

7.2 *Minimum Gross Service Fees:*

a) *Minimum Gross Service Fee*

i. You agree that your payment of the Monthly Gross Service Fee to us will equal a minimum of **$495.00** per month (Minimum Gross Service Fee) beginning with the first Gross Service Fee payment due (**$625.00** per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you agree to pay the greater amount. Your Minimum Gross Service Fee will commence in the amount of **$---.00.**

ii. You agree that your payment of the Monthly Gross Service Fee to us will equal a minimum of **$650.00** per month (Minimum Gross Service Fee) beginning (due) in the 24th month (due on the 10th day of the 24th month) after the conclusion of your initial training program (**$825.00** per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you agree to pay the greater amount.

iii. You agree that beginning (due) in the 48th month (due on the 10th day of the 48th month) after the conclusion of your initial training class, your payment of the Minimum Gross Service Fee to us will equal a minimum of **$875.00** per month (**$1,075.00** per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population). In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you agree to pay the greater amount.

iv. You agree that beginning (due) in the 60th month (due on the 10th day of the 60th month) after the conclusion of your initial training class, (and thereafter for the remainder of the Franchise Agreement) your payment of the monthly Minimum Gross Service Fee to us will equal a minimum of **$1,095.00** per month (**$1,295.00** per month for franchises with Protected Territories of 325,000 population or proportionately higher for franchises larger than 325,000 population).In the event that the Monthly Gross Service Fee is greater than the Minimum Gross Service Fee, you agree to pay the greater amount.

b) *Dates of Payment:* You agree to pay us the Monthly Gross Service Fee or Minimum Gross Service Fee each month on the 10th day of the month based upon the Gross business transacted during the preceding month. You agree to send us a report along with the Monthly Gross Service Fees on forms which we will provide for you showing how you computed the Gross Revenues of your Franchised Business. Payment of the Monthly Gross Service Fees or Minimum Gross Service Fee shall begin on the 10th day of the second month after the conclusion of your initial training program (no

longer than 60 days following the conclusion of your initial training class). Your first Minimum Gross Service Fee payment or Monthly Gross Service Fee will be due **[payment date],** 2024. In the event that you receive Gross Revenues in any month prior to the month that immediately precedes the date written in the previous sentence, you agree to pay monthly Services Fees on the 10th day of the following month after that month in which the Gross Revenues were received. Your first Service Fee payment to us must be calculated to include all Gross Revenues received by your Franchised Business prior to the date that the first payment is due including Gross Revenues received prior to the preceding month (if any).

c) *Provisions On Service Fees for Additional Franchises and/or Additional Protected Territory Assigned in this Agreement:*

In the event that you purchase additional franchises in the future, you would be required to pay a Monthly Gross Service Fee for the additional franchise that are separate from and additional to those outlined in this Agreement including additional/increased Minimum Gross Service Fees. In the event that you purchase or acquire additional Protected Territory (additional population) as a part of this Agreement (even if no additional Fee was paid for this additional population), upon execution of this Agreement in the amount of 25% or more greater than the standard size Protected Territory assigned to Visiting Angels Franchises (standard size 200,000 population), or if the population of your Protected Territory increases in size in the amount of 25% or greater than the standard size Protected Territory (200,000 population) based on growth in population, the Minimum Gross Service Fee which you pay will increase during the term of this Agreement proportionate to the size of the additional Protected Territory (above the baseline of 200,000 population or 325,000 population, if the population of your Protected Territory is greater than 325,000, pursuant to 7.2 a). [The Franchise Agreement provides no guarantee of any specific purchase price for any potential additional territory that may be purchased by you, or that any additional territory will be sold to you.]

7.3 *Renewal Term(s) Service Fee Increase Cap:* Upon any renewal of your franchise, your Gross Service Fee will not increase to more than 3.5% of monthly Gross Revenues.

7.4 *Required Report Forms and Penalties:* You must submit the Monthly Gross Service Fee or Minimum Gross Service Fee (Service Fee(s)) to us along with required reports which will be used to help us track the development of your Franchised Business. These reports are very important to the Franchise. A late Fee in the amount of 10% of the total Gross Service Fee due will be charged to you in addition to the total Gross Service Fee balance due in the event that the Monthly Gross Service Fee has not been paid to us on the date it is due. Additional late charges will be assessed for each day for which the Monthly Gross Service Fee is late beyond the due date in the amount of one hundred dollars per month or 5% per month of the Monthly Gross Service Fee due (.167% per day), whichever amount is greater, or at the maximum legal rate allowable in the jurisdiction in which your Franchised Business is located (if you fail to pay the late Fee, we will have grounds for termination of your Franchise). We may elect to declare you in default of this Agreement if payment is not received by us at least ten (10) days

after the date due. Payment of the Monthly Gross Service Fee is an absolute requirement of this Agreement.

7.5 *Gross Revenues Defined:* Gross Revenues means all sums (paid/collected receipts), property, or other value which you receive whether in cash or in kind without deductions of any type, resulting directly or indirectly from services rendered to clients in the normal operation of your Franchised Business. Gross Revenues includes all revenues received by the Franchised Business to be paid to caregivers as wages and total compensation and includes compensation paid directly to caregivers by clients. Gross Revenues does not include sales taxes or discounts.

7.6 *Audit and Deficiency Payments:* In the event that we conduct an audit of your Franchised Business, and find that you have failed, for whatever reason(s), to properly report your Gross Revenues to us, you agree to pay any deficiency we discover within 15 days after the discovery of the deficiency or the completion of the audit, whichever is sooner.

8. **ADVERTISING FEES AND REQUIREMENTS**

8.1 *Cooperative Advertising Fee:* You must pay a monthly Cooperative Advertising Fee in the minimum amount of **$425.00** (minimum **$575.00** per month for territories of at least 325,000 population) per month: or **2.5%** of your Gross Revenues if higher; or **2.25%** of Gross Revenues if higher, in any month in which at least $150,000 per month Gross Revenues is achieved; or **2.0%** of Gross Revenues if higher, in any month in which at least $250,000 per month Gross Revenues is achieved; due in the 2nd month after the conclusion of your training class. If you are located in a State that requires a license to commence offering “hands on” services, the first payment of your monthly Cooperative Advertising Fee will be due to be paid to us in the 6th month after the conclusion of your training class (on the 10th day of the month) or on the 10th day of the first month after you receive the license required by your State, whichever is sooner**. If you obtain the license from your State needed to offer “hands on care” prior to attending our training class or within 30 days after attending our training class, your first payment of the monthly Cooperative Advertising Fee will be due on the date listed in the following Paragraph. You must complete and submit the application that is required for your State’s license to the appropriate department in your State within 60 days after the conclusion of your initial training class. If you do not submit required application to your State within this time period, the Minimum Cooperative Advertising Fee will be due to be paid by us on the date inserted in the following Paragraph.**

The Cooperative Advertising Fee will be due on the 10th day of each month. Your first Cooperative Advertising Fee payment will be due **[payment date],** 2024 (except as stipulated in the previous Paragraph) in the minimum monthly amount of [$---.--]. The Cooperative Advertising Fee will be used to purchase internet advertising and/or other advertising, public relations and promotions on a national basis for the purpose of soliciting potential clients for home care services and caregiver recruitment on your behalf and for other franchises in the franchise system (ads may also state that

“franchises are available”) and for services described below. All inquiries (Potential Clients) which originate from your Protected Territory resulting from advertisements which are placed using funds from Cooperative Advertising Fees will be distributed to you by us (as long as you are not in default of the Franchise Agreement).

The Minimum Cooperative Advertising Fee will increase to **$550.00** (minimum **$695.00** per month for territories of at least 325,000 population) per month; or 2.5% of your Gross Revenues if higher; or 2.25% of Gross Revenues in any month in which at least $150,000 per month Gross Revenues is achieved (if higher); or 2.0% of Gross Revenues if higher, in any month in which at least $250,000 per month Gross Revenues is achieved (if higher) beginning (due) in the 24th month (due on the 10th day of the 24th month) after the completion of your initial training class.

The monthly Cooperative Advertising Fee will increase to minimum **$750.00** (minimum **$950.00** per month for territories of at least 325,000 population) per month; or 2.5% of your Gross Revenues if higher; or 2.25% of Gross Revenues in any month in which at least $150,000 per month Gross Revenues is achieved (if higher); or 2.0% of Gross Revenues if higher, in any month in which at least $250,000 per month Gross Revenues is achieved (if higher); beginning (due) in the 48th month (due on the 10th day of the 48th month) after the completion of your initial training class.

The Minimum Cooperative Advertising Fee will increase to minimum **$895.00** (minimum **$1,195.00** per month for territories of at least 325,000 population) per month; or 2.5% of your Gross Revenues if higher; or 2.25% of Gross Revenues in any month in which at least $150,000 per month Gross Revenues is achieved (if higher); or 2.0% of Gross Revenues if higher, in any month in which at least $250,000 per month Gross Revenues is achieved (if higher) beginning (due) in the 60th month (due on the 10th day of the 60th month) after the completion of your initial training class (and thereafter for the remainder of the Franchise Agreement).

The Cooperative Advertising Fee shall be used to make purchases of the following on your behalf and other franchisees within our Franchise System: national and/or regional advertising, internet advertising & promotions, content development, organization and optimization services for our website (www.visitingangels.com) and franchisee websites, public relations and promotional programs, graphic designs, etc. Other associated costs are also paid from these proceeds for salaries/Fees for individuals engaged in content development and optimization services for our website (www.visitingangels.com) and franchisee websites, developing promotional materials for advertising and marketing of home care services from our corporate headquarters, and/or engaged in marketing to national entities from our corporate headquarters (for home care services only), and/or engaged in administrating a national toll-free number primarily for home care services inquiries (potential clients) and employment inquiries. We make no guarantees and do not insure that you will benefit directly or indirectly from your Cooperative Advertising Fee contribution or that all advertising that is purchased from the Cooperative Advertising Fund will penetrate your Franchised Protected Territory.

a) *Provisions On Minimum Coop Advertising Fees For Additional Protected Territory:* In the event that you purchase or acquire additional Protected Territory (in addition to the standard size territory) as part of this Agreement or in the future, you would be required to pay additional Cooperative Advertising Fees including Minimum Monthly Fees. In the event that you purchase or acquire additional Protected Territory as a part of this Agreement in the amount of 25% or more of the standard size Protected Territory assigned to Visiting Angels Franchises (standard size 200,000 population), or if the population of your Protected Territory increases in size in the amount of 25% or greater than the standard size Protected Territory (200,000 population) based on growth in population the Minimum Cooperative Advertising Fees which you pay will increase proportionately (as part of this Agreement) with the size of the additional Protected Territory (above the baseline of 200,000 population or 325,000 population, if the population of your Protected Territory is greater than 325,000, pursuant to 8.1), both in the amount of the initial Minimum Cooperative Advertising Fee payment and with respect to all increases that are scheduled in the term of this Agreement.

8.2 *Compliance with Our Advertising Standards:* You agree to conduct all advertising and promotional activities in accordance with our requirements, as reflected in written specifications which we will provide to you from time to time. We have final approval on all advertising copy and promotional campaigns which you initiate utilizing our Marks, and upon any/all media sources from which you may choose to place advertisements, all of which we must approve in advance and in writing before you are permitted to proceed with the advertising. It is agreed that all Marks are our absolute property and that we must control all use of the Marks. You must submit a report detailing all media sources purchased and advertising expenditures for the last six (6) month period preceding the date of any request we may make for such information from you concerning your franchise. We may permit you to file a given tradename/dba name/ta name and/or restrict your right to advertise using this name.

9. **STANDARDIZATION OF FRANCHISEE'S OPERATIONS**

In order to promote uniformity and excellence of services required to protect the goodwill associated with our Marks within our Franchise System, You agree to operate your Franchised Business in accordance with the following standard terms and conditions:

9.1 *Standard Service Line:* You agree to sell only those services which we specify and in the manner and method which we specify. You are limited to offering the services which we approve in advance and in writing which are non-medical “private duty” (custodial) home care services for elderly and adult care recipients.

9.2 *Standard Signs, Logos:* To promote uniformity throughout the Franchise System, you agree to use only those signs, logos and graphic representations approved in advance and in writing by us.

9.3 *Quality of Service, Compliance with Regulations:* You agree to maintain the quality of service in your Franchised Business in accordance with the standards written

in the Brand Standards & Training Manual, and you agree to comply with all applicable Federal, State and local laws, ordinances and regulations. You agree to provide access to our Best Practices Consultants (Regional Operations Directors) to visit your Franchised location to review your operations systems at least once per year (at our discretion), upon reasonable notice to you. You agree that it is your responsibility to determine the laws of your State regarding non-medical private duty home care (to include the possibility that your State may require you to be licensed to offer services described in our training) and to offer and provide only those non-medical private duty home care services which are permissible in accordance with the laws of your State (as well as Federal and local laws) and that we may not be held responsible in the event of any failure by you to observe such laws. You also agree to follow State and Federal law regarding employment practices, payroll (including overtime pay for caregivers and office staff) and you agree that we may not be held responsible in the event of any failure by you to observe such laws.

9.4 *Brand Standards:* You agree to use your best efforts to adhere to our best practices and brand standards as specified in the most recent and updated version of the Brand Standards & Training Manual. You agree to follow all reasonable policies and directives issued by us during the term of this Agreement when those directives are for the purpose of promoting or protecting the Visiting Angels brand. You agree to use your best efforts to conform to the common image and identity associated with our Marks as specified by the Manual. You also agree to use your best efforts to train and instruct your employees in accordance with the best practices and brand standards, as specified in the Manual and shall continue such training and instruction as long as each employee is employed.

a) *Telephone Answering & Service:* We recommend that you have your business telephone answered by a live person (employee staff member); seven (7) days per week (Monday to Sunday), 8:00AM to 9:00PM, and to respond by telephone to all inquiries (messages) for client services within one hour after the initial contact by a potential or current client. We recommend that you provide “on call” staff to respond to all calls/messages after the hours set forth in this Paragraph.

b) *Employee Applicant Screening:* You agree to conduct a criminal background screening of each caregiver employment applicant prior to assigning them to provide services for any of your clients in accordance with the brand standards written in our Brand Standards & Training Manual.

9.5 *Standard Advertising and Promotion:* You agree that all local advertising and promotional plans or programs if other than those which we provide, which feature the use of our Marks and any other trademarks, servicemarks, slogans or tradenames, which we may use in the future shall be submitted to us and approved in writing by us before you will release or use such advertising or promotions.

a) *Advertising Budget:* You agree to advertise your business in your local market/Protected Territory/Metro Area. A typical requirement for a monthly advertising

budget in your local market is at least $1,000.00 per month. You agree to abide by our reasonable directives concerning your budget to advertise based on this Paragraph.

b) *Paid Digital Media Purchases* [*Pay Per Click, SEO and Internet Ads]:* You agree to purchase paid digital media (Internet Media) [i.e. "Pay Per Click" (PPC) advertising or other paid digital media] from a Franchisor approved internet consulting company and/or internet advertising from sources such as Facebook, Google, YouTube (collectively, "Internet Media") to promote your website that is a subsite of visitingangels.com within your Protected Territory in a minimum monthly budget (Monthly Internet Budget) as follows (to be paid to Google, Facebook and/or other Internet Media): $600 per month for a Protected Territory of 200,000 population and $150.00 per month for each additional 50,000 population. As an alternative, you may spend all or part of the Monthly Internet Budget each month on search engine optimization services (SEO) for your website that is a subsite of visitingangels.com, to be paid to a Franchisor approved consulting company (SEO Provider) that offers SEO services. At this time, the Monthly Internet Budget is not required to exceed $1,200 per month, regardless of the total population of your Protected Territory.

You may select a Franchisor approved vendor/consulting company that will administrate the selection of "keywords" (including geographic areas) and purchase the advertising from Internet Media on your behalf (the vendor may charge a Fee in addition to the Monthly Internet Budget set forth above). The Internet Media ads must be limited to the zip codes of your Protected Territory, to the extent that this is possible. We may direct you to reasonably increase the amount of this Monthly Internet Budget at some time in the future, as costs associated with PPC, SEO and/or internet advertising may increase. Adjustments in requirements may be found in our Brand Standards & Training Manual as updated from time to time.

You may purchase other internet advertising at your option. The website that you advertise should be controlled by us and assigned to you (i.e. your website as a domain of www.visitingangels.com). If you advertise on the websites of commercial entities owned/controlled by others and the advertising penetrates beyond the borders of your Protected Territory, we have the authority to require you to advertise cooperatively with other franchises located within your Metro Area as defined in the Franchise Agreement.

The fulfillment of the Monthly Internet Budget described in this Paragraph will satisfy the directives set forth in Paragraph 9.5 a of the Franchise Agreement, if the Monthly Internet Budget for Internet Media purchases is $1,200/month or more.

Pursuit to Paragraph 9.8c of the Franchise Agreement, we may conduct periodic reviews of the Monthly Internet Budget of our franchisees.

Purchases of Internet Media advertising must begin within 60 days after the opening of the Franchised Business. You are required to submit an annual report to us of your internet advertising and/or SEO expenditures.

9.6 *Freedom in Pricing:* Prices to be charged to your customers for services are strictly up to you. If we conduct advertising in which prices for services are indicated or suggested, these prices are not binding on you. You acknowledge that we neither warrant nor represent any specific price(s) or Fee as achievable or to be expected to be obtained by you from your clients/customers.

9.7 *Management and Employee Standards:*

a) *Standards for Attire:* All employees, engaged in the operation of your Franchised Business during working hours shall dress in accordance with specifications written in our Brand Standards & Training Manual.

b) *Management:* You agree to devote your best efforts in directing the day-to-day operations and development of the Franchised Business. At least one owner/stockholder of your franchise/corporation (Managing Partner) must attend our initial training class, prior to the opening of the business. The Managing Partner must be available to manage the Franchised Business on a full-time basis during the first 4 years of operations (or 2 owner/stockholders will be available who will combine their schedules to the equivalent of one, full time manager). All stockholders/members who participate in the operations of the franchise must attend our initial training class, no later than the next scheduled training class after the one completed by the first stockholder/member who attends our training (and is named in this Agreement). We may agree to adjust the timing in the requirement in the previous sentence at our sole discretion.

The Managing Partner must own at least 25% of the stock in the corporation and 25% of the resale value of the franchise/business entity. After the initial four (4) years, if you elect to delegate the day-to-day operation of your Franchised Business to a manager (in the event that you will not be present at the Franchised Business location at least 3 full days per week), it will be at our discretion whether to approve the delegation of your business operations to a manager (you will need our approval in advance and in writing). In addition, the manager must successfully complete our training program, the cost of which must be paid by you (at our option we may waive the requirement that the manager attends training based on previous experience).

c) *Caregiver Staff:* You agree that all caregiver staff will be paid as employees with all required taxes withheld by your Franchised Agency. W-2s and other reports must be issued in accordance with State & Federal law. Caregiver staff wages are not paid by us. We are not the employer of either the Franchisee or the caregiver staff. Fees are not to be paid by clients to caregivers/employees to be then paid by caregivers/employees to your Franchised Business.

9.8 *Standard Reports:*

a) *Forms:* We will provide forms and instructions in their use for you to utilize which are specific to various types of transactions. You agree to utilize these forms in accordance with our requirements. You agree to submit monthly reports to us on the Gross Revenues of your Franchised Business and on the status of all home care client

leads which you may receive from us in any given month, such reports to be submitted in a format which we will furnish to you.

b) *Books and Accounts:* You agree to establish and maintain books, accounts, records, order receipts, etc. which we require and to keep and maintain accurate records of Gross sales in a manner designated by us. To promote the standardization and uniformity of all of our franchised units, you will agree to open your books, accounts, records, etc., for inspection and audit by us at all reasonable times. You agree that upon filing your corporate tax return you will send us a copy of the page(s) and statement(s) within the filing which verify the annual Gross Revenues of the Franchised Business.

c) *Inspections:* You agree to provide reasonable access for our inspection upon reasonable notice, your Federal and State tax returns and related schedules, forms and reports filed for your Franchised Business (not those of clients), and computerized files pertaining to your Franchised Business. Upon our request, you and each of your equity owners, also agree to furnish each equity owner's Federal income tax returns pertaining to the Franchised Business and monthly bank statements pertaining to the Franchised Business. Upon our request, you agree to provide information that we may reasonably request (as set forth in our Brand Standards & Training Manual) regarding your employees/staff and/or clients and advertising expenditures for the Franchise Business.

9.9 *Payment of Obligations:* You agree to pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis. We will accept no liability for your debts owed to creditors. You agree to indemnify us in the event that we are held responsible for debts owed by you. You agree to make prompt payment of all Federal, state and local taxes, including but not limited to individual and corporate taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes arising from your operation of the Franchised Business. We will accept no liability for your taxes. You agree to indemnify us in the event that we are held responsible for these taxes or other liabilities, as more fully described in Paragraph 10 ("Indemnity").

a) *Electronic Payment of Service Fees*: Franchisee agrees that the Franchisor will withdraw funds from Franchisee’s bank account each month on a date we determine via Electronic Funds Transfer (EFT) or Automatic Clearing House (ACH) for the payment of Monthly Gross Service Fees, Cooperative Advertising Fees and any interest that may have accrued, if applicable. Franchisee agrees to execute any and all documents required by Franchisee’s bank and Franchisor’s bank to allow for the transfer of funds. Failure by Franchisee to execute any required documents, closing or moving bank accounts without sixty (60) days’ notice to Franchisor or failing to maintain sufficient funds to complete transactions will place your franchise in default of this Agreement. Franchisee agrees that fund transfers will coincide or be preceded by the submission of the appropriate monthly Service Fee (Gross Service Fee & Cooperative Advertising Fee) calculation form/worksheet or via electronic calculation through direct interface of a Fee collection platform with your accounting software, determined by us. Franchisee agrees to allow this access to your software and interface of our system and Franchisee’s accounting software. Failure to allow electronic interface and access to us

constitutes an “Event of Default” and may, at our discretion, place your franchise in default.

9.10 *Insurance:* You agree to purchase, at your own expense, and maintain in full force and effect the following insurance coverages throughout the Term of the Franchise Agreement:

(1) Professional Liability Insurance in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.

(2) General Liability Insurance with personal injury coverage, in a minimum amount of $1,000,000 per occurrence with an annual aggregate limit of liability of $3,000,000 per policy year.

(3) Commercial Auto Liability Insurance to include hired and non-owned coverage in a minimum amount of $1,000,000.

(4) Umbrella Coverage with a minimum $1,000,000 limit excess over the professional, general, auto, and employer’s liability.

(5) Cyber Liability Insurance in the minimum amount of $500,000 responding to unauthorized access of your location’s computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as third party liability for the breach.

(6) Employment Practices Liability Insurance (EPLI) in the minimum amount of $500,000 covering indemnification and defense costs for employee allegations of sexual harassment, discrimination, and wrongful termination practices.

(7) Crime Fidelity/Employee Dishonesty/Theft insurance in the minimum amount of $25,000.

(8) Workers Compensation coverage according to your state requirements. Even if your state does not require it, you agree to maintain Workers Compensation coverage.

(9) Sexual Abuse and Molestation Insurance in a minimum amount of $500,000.

(10) Any other insurance not listed but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates from time to time in the Brand Standards & Training Manual.

(11) All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name Living Assistance Services, Inc. as an additional insured. You also agree to provide Living Assistance Services, Inc. with Certificates of Insurance confirming that this obligation has been met and notify us within 10 days whenever any change is made to any coverages.

(12) We reserve the right to change the types and amounts of insurance required under this Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify.

(13) If you fail to purchase any required insurance(s), we may purchase insurance for you and bill you for the cost of the insurance plus administrative fees. You agree to indemnify us for all costs involved in the purchase of insurance for your franchised business.

9.11 *Limitations on use of Marks:*

a) *Our Rights:* As part of our business assets, we have valuable rights in our Marks (Principal Trademark(s), Servicemark(s), Tradenames, logos, and designs used in our business and your Franchised Business are collectively known as "Marks"). All rights in the Marks are owned by us in conducting our business and designating the origin or sponsorship of our services. We reserve the right to update the list of Marks by adding or subtracting from the Marks at any time. The Marks are associated with the goods and services to indicate the source and origin.

b) *Your Rights:* The rights which we grant to you shall be limited to your right to use the Marks to identify and advertise your Franchised Business in connection with your operation from your Franchised Business address which shall include the use of Marks on invoices, order forms, stationery, telephone and directory listings, advertising, signs, displays identifying your Franchised Business. Notwithstanding any other provision contained in this Agreement, you shall not, without our prior written consent, manufacture, produce, distribute, sell, or otherwise use any products, goods, or items bearing the Marks.

c) *No Ownership of Marks by Franchisee:* You are not authorized to include the Marks, or any derivation of them, in your corporate name, partnership name or other entity name except as a fictitious business name for the operation of a Franchised VISITING ANGELS Living Assistance Services home caregiving business.

You shall not use any language or display the Marks in such a way as to create the impression that the Marks belong to you. You waive all claims to any rights in the Marks in advertisements or display of the Marks beyond the limited permission to use the Marks which we grant to you according to this Agreement. You agree, within forty-five (45) days after we sign this Agreement, to furnish us with certified copies of your Articles of Incorporation, Certificate of Limited Partnership, or Statement of Partnership, as the case may be, as well as any Fictitious Business Name Statement filed with any government entity. You will also furnish us with certified copies of any subsequent amendments to these documents within fourteen (14) days of such amendments. You agree to seek our approval prior to selecting a tradename/dba/ta, name, and/or filing same in your county and/or State.

d) *Your Website:* We will design a website for you at no extra cost and post it on the internet. You agree not to use our Marks or any derivation of them in any domain

name registered or used on the internet and/or in any website except as follows: In order to use Visiting Angels or any of our Marks in a website and/or in the URL/ domain name of your website, your website must be designed/developed by us and hosted through our website (www.visitingangels.com). The URL to a website bearing our Marks (and approved by us) shall be of the form: [www.visitingangels.com/yourcity]. In such instances (described in the previous sentence), the URL of the website is owned by us. If you desire changes to the website, you agree that you will bear all development costs, Fees and maintenance costs for your website. All uses of our trademarks and copyrights or any derivation thereof by you on the internet and associated technologies must be approved by us in advance and in writing prior to any implementation, activation or agreement for service. This includes, but is not limited to, purchase of domain names (URL), email addresses or weblogs.

All designs and text must be approved by us in writing before they can be posted to your website. You agree to follow our directives regarding filings/submissions of your website listings to internet search engines.

e) *Displaying The Marks:* Any use of our Marks by you shall clearly indicate our ownership of the Marks as follows: (a) by stating "A Franchisee of LIVING ASSISTANCE SERVICES, INC." (or assigned Franchisor owned corporation) and (b) by the appropriate Mark registration symbol of an "R" within a circle or by other wording of similar effect, all satisfactory to us and previously approved in writing by us. Identification of your Franchised Business as being operated by you as an independent Franchised Business shall be clearly indicated on your business checks, stationary, purchase orders, business cards, receipts, telephone and directory listings, advertising, signs, displays identifying the business promotional materials and all other documents which bear our Marks. You must pay for all costs associated with such identification.

f) *Changes in Marks:* You will be required to make such changes in your use of our Marks as we may reasonably require to prohibit an infringement or demeaning of the goodwill, uniformity, quality and business standing associated with the Marks. You will also be required to make such changes in your use of the Marks as we direct as these become necessary at our discretion. You will not be permitted to make any changes to the Marks unless we direct you to do so.

g) *Copyright Protection:* You agree not to make any unlicensed use of our copyright works and shall at no time do or suffer to be done any act or thing which will in any way impair our rights to the copyright works. It will be further understood that you shall not acquire, and shall not claim any title to the copyright works by virtue of any license granted in the Franchise Agreement or through your use of the copyright works. We intend to renew the copyright(s)/patent(s) after expiration. Your use of any copyright works shall display in every instance the appropriate copyrighted notice. The following notice shall appear at least once on each piece of promotion or packaged materials for the articles and on any articles used in artwork or designs used with the trademarks: [Year of First Publication] LIVING ASSISTANCE SERVICES, INC.

h) *Discovery of Infringements:* In the event that you discover any third party use of the Marks or a claim of infringement resulting from or challenge to your use of any of the Marks or other properties licensed to you by this Franchise Agreement, you agree to immediately notify us of the facts concerning such claim or challenge. You also agree that we have sole discretion as to what action to take, if any, regarding such matters. If we elect to take legal or administrative action in any such matter, you promise to join as a party to such action, or to allow the action to be brought solely in your name, but only as and if we direct you to do so. You agree to actively assist and participate in any such litigation, including testifying when we request you to do so and supplying materials and other information which may be requested to assist in the action. You should make every effort to ascertain that there are no existing uses of VISITING ANGELS Living Assistance Services Marks or other marks confusingly similar to them within the market area where you wish to do business. We need not litigate against any party which infringes on our rights to use our Marks. You agree that we are not required to pay for your defense if a third party sues you in your region and claims that it holds superior rights to the use of any of the Marks in the region.

i) *No Liability for Losses:* In no event shall we be liable to you for any losses, start-up or other such expenses, or consequential damages suffered by you as a result of any limitation or diminishment in the rights to use the Marks which we granted to you under this Agreement (or for any other reason).

9.12 *Telephone Service and Listing:* You agree to provide adequate telephone service for use in your Franchised Business. No business other than the Franchised Business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business.

9.13 *Our Contact with Your Clients/Customers:* To assure that the standards written in our Brand Standards & Training Manual are followed, compliance with the terms of this Agreement, and to gather information about customer satisfaction levels, we may contact your clients/customers concerning the quality of your service, the level of customer satisfaction, your business practices, or other aspects of your business that we may reasonably determine to be relevant. You agree to make every reasonable effort to satisfy any customer complaints or problems or that may otherwise be brought to our attention.

9.14 *Computer Hardware and Software*: You agree to purchase a computer hardware (the "Computer") system and a business operations software system (which is commercially available) that you will select. These systems must be compatible. We may recommend that you modify your computer system from time to time.

9.15 *Our Access To Computerized Information Regarding Your Franchised Business:* You agree to maintain data/statistics on the revenues and other information regarding your Franchised Business in accordance with our business format which you agree to make available to us at all reasonable times. For the purposes of brand management, you agree to authorize us direct access to your business data via your software provider(s). **This permission will be limited to numerical, redacted data and not**

contain any Personal Information (PI) or Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

9.16 *State Licensing:* You agree that it is your responsibility to fulfill State licensing requirements to operate a non-medical private duty home care business (in the event that such requirements exist in your State) and that Living Assistance Services, Inc. is not responsible for your failure to do so and that we have made no representations to you regarding the relative ease or difficulty of obtaining licenses in your State. You also agree to apply for the appropriate license to provide home care services in your State (if available) at the earliest possible opportunity that will allow your Franchised Business to provide hands-on (personal care) services to care recipients in your Protected Territory and to exert your best efforts to obtain such a license.

9.17 *Your Attendance at Ongoing Live Meetings, Training Events:* We conduct a number of additional training events during the year such as regional “Business Builder” meetings and/or the annual National Conference at various locations (Live Meetings). For the first 4 years of the term of the Franchise, you agree to attend our annual National Conference. After the first 4 years, you agree to attend at least one such Live Meeting per year (National Conference or “Business Builder”) at your sole expense for travel, meals and cost of lodging.

You agree that at least one individual/principal, per franchise, who is named as “Franchisee” on the Franchise Agreement must attend our annual National Conference each year for the first 4 years of your Franchised Business. A multi-unit franchisee may only represent one franchise per event. For any additional franchise locations, another principal named as “Franchisee” or the primary operating manager must attend the annual conference to represent the additional franchised business.

There is a Fee which must be paid to us in advance for admittance to the National Conference (which is currently $899.00 per person and may be increased in the future). If your initial training class is in June, you may wait until the following year to attend your first National Conference. However, the subsequent 4 National Conferences must be attended by you. If, after the first 4 years of the operation of the Franchise Business, you delegate the operations of the Franchised Business to a manager, the manager must attend the following 4 National Conferences. The costs of travel, hotel accommodations and meals associated with attending any National Conference will be paid by you. You agree to pay to us the price of admission to the National Conference for one individual/principal from your franchise prior to the date of the National Conference, each of the first four (4) years after the date of this Agreement (the price may increase from one year to the next).

9.18 *Performance Standard:* To maintain the grant of Franchise in this Franchise Agreement, you must attain and maintain minimum monthly Gross Revenues from the operation of your Franchised Business (the "Performance Standard"). You must attain and maintain the Performance Standard from the date you commence operating your Franchised Business pursuant to your initial Franchise Agreement. You must attain and

maintain a minimum of $30,000 in monthly Gross Revenues by the end of the third year of operation of your Franchised Business (or three (3) years from the date you obtain your license to commence operating your Franchised Business in your State). You must attain and maintain a minimum of $50,000 in monthly Gross Revenues by the end of the fifth year of operation of your Franchised Business (or five (5) years from the date you obtain your license to commence operating your Franchised Business in your State) and you must attain and maintain $70,000 in monthly Gross Revenues by the end of the seventh year (or seven (7) years from the date you obtain your license to commence operating your Franchised Business in your State) and each year thereafter for the term of the initial Franchise Agreement. The Performance Standard may be increased by us, at our discretion, in any Renewal Franchise Agreement.

As long as the minimum Gross Revenues are maintained and you are in compliance with the provisions of your Franchise Agreement, you may keep the Franchise. If you do not maintain this minimum level of Gross Revenues or do not comply with the other provisions of your Franchise Agreement, we may, at our option terminate your Franchise.

9.19 *Client & Employee Satisfaction Survey Systems:* You agree to implement a client and employee satisfaction management survey system, by purchasing such services from a third party provider that specializes in such systems (an example is “Home Care Pulse”). The cost to purchase the services described in this Paragraph will be paid entirely by you. You agree to disclose the survey results to us upon our request. You agree to comply with any updates and/or revisions to this requirement that we may make in the Brand Standards & Training Manual.

10. **INDEMNITY**

You agree that you will indemnify and hold us harmless from any and all fines, suits, proceedings, claims, demands, judgments, or other liability or costs of any kind including without limitation attorney’s Fees and costs incurred in defending any claims arising from or otherwise connected with your operation of the Franchised business (except for claims arising out of infringement by the Marks or by copyright material supplied by Franchisor of preexisting intellectual property rights of third parties). If either party institutes legal action to enforce the terms of the Franchise Agreement, the prevailing party shall be entitled to recover its reasonable expenses, including attorney's Fees and costs from the other, and other expenses reasonably and necessarily incurred.

If you are buying an established Visiting Angels Franchised Business, you acknowledge that we have had no control over the day to day operations of that business. You agree that we have no responsibility or liability concerning any aspect of the operations of the established Franchised Business, including but not limited to the extent to which the established franchise business has been compliant (or has failed to be compliant) with State and Federal law and/or the extent to which the established Franchised Business has complied with established policies and procedures of the Franchisor. You acknowledge and understand that determining the history of compliance of the franchise you are purchasing with State licensure, wage and hour requirements, and fulfillment of

Franchisor policy requirements are your sole responsibility. We recommend that you utilize a knowledgeable consultant for this purpose such as an accountant, attorney or a broker.

You agree to hold us harmless with respect to any potential damages, claims and/or lost profits you may incur concerning the Franchise Agreement.

10.1 *Disclaimer:* We shall not be liable to you or any other person with respect to the operation of the Franchised Business, including but not limited to use of your services or vehicles used or employed in connection with the Marks, or the sale, if any, by you of any services, or items bearing the Marks including the performance characteristics, fitness or suitability of any of them for any purpose. We make no warranties, expressed or implied, with respect to the use of the Marks, the use of your software, the use or characteristics of any items sold to you, or effects of any employment related matters. Notwithstanding any other provision in this Agreement, we disclaim any liability for incidental or consequential damages or losses of any sort arising from the execution of this Agreement, the furnishing of any services to you, the distribution or sale of items to you, or as a consequence of your failure to provide services to your clients under the Marks, whether or not arising from defects, malfunctions or failure to conform to specifications. However, this Paragraph is not intended to nor will it act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Any claims that arise under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

11. **CHANGE OF OWNERSHIP**

You may, with our prior written approval, sell the Franchised Business and/or transfer stock of the corporation of your Franchised Business in the amount of 1% or more of the total amount of stock issued, and/or sell/transfer significant assets of your Franchised Business such as clients in accordance with the following terms and conditions:

11.1 *Transfer of the Franchise:* We have the right of approval or disapproval of the transfer or sale of your Franchised Business to any potential purchaser as described in the previous Paragraph (and/or the transfer or sale of any amount of ownership of stock in the corporate entity to which this Agreement may be assigned, and/or the sale/transfer by you of significant assets of your Franchised Business such as clients), with respect to the qualifications of such potential purchaser and with regard to the ability of the purchaser or assignee to operate the Franchised Business. You must first pay us all monies which you owe us before we will approve any sale of the Franchised Business. For the purchaser to receive our approval, the purchaser must be financially qualified to purchase and operate the Franchised Business as specified in Item 7 of the Franchise Disclosure Document ("Initial Investment"). The purchaser must first complete and submit to us a business plan to be approved by us as well as other requirements detailed in our Resale/Transfer Policy. The purchaser must sign our Franchise Agreement (one that corresponds to our franchise offering at the time of the sale) prior to being approved or disapproved by us to purchase your franchise (this must take place prior to a settlement with you).

We will not unreasonably withhold or delay our approval of the purchaser; it will, however be subject to the purchaser of your Franchised Business (and/or majority ownership of stock in the corporate entity to which this Agreement may be assigned) successfully completing our training program and you and/or the purchaser making a payment of a Minimum Transfer Fee to us in advance. The Minimum Transfer Fee to be paid by you to us will be $9,500 if you sell your business for up to $100,000 (and/or if the franchise is repurchased from you by us at any price approved by you). The Minimum Transfer Fee to be paid by you to us will be $12,500 if you sell your business for more than $100,000 and up to $250,000. The Minimum Transfer Fee to be paid by you to us will be $15,000 if you sell your business for more than $250,000 and up to $500,000 (and/or if the franchise is repurchased from you by us at any price approved by you). The Minimum Transfer Fee to be paid by you to us will be $19,950 if you sell your business for an amount greater than $500,000 and less than $800,000. The Minimum Transfer Fee to be paid by you to us will be $25,000 or 2.5% of the purchase price of your business (whichever is greater) in the event that you sell your business for $800,000 or more.

In addition to the above fees, the purchaser will agree to pay to us an Initial Franchise Fee in the amount of $15,950.00 (Standard Franchise); (or higher based upon the population of additional Protected Territory the purchaser may purchase as part of this Agreement) which is payable at the time that he/she signs their Franchise Agreement (the amount varies based on the size of the Protected Territory assigned to the Franchise). In all regions in which the Protected Territory will be greater than or equal to 100,000 population and up to 325,000 population the Initial Franchise Fee will be $15,950.00 (. In all regions in which the Protected Territory will be greater than 325,000 population up to 500,000 population the Initial Franchise Fee will be $22,950.00.In all regions in which the Protected Territory will be greater than 500,000 population up to 750,000 population the Initial Franchise Fee will be $29,950.00. In all regions in which the Protected Territory will be greater than 750,000 population up to 1,000,000 population the Initial Franchise Fee will be $37,950.00. In all regions in which the Protected Territory will be greater than 1,000,000 population up to 1,250,000 population the Initial Franchise Fee will be $45,950.00. In all regions in which the Protected Territory will be greater than 1,250,000 population the Initial Franchise Fee will be $49,950.00. The Initial Franchise Fees described in this Paragraph will not be applicable to any purchases of additional territory approved by us subsequent to the date of signing of the Franchise Agreement. The Initial Franchise Fee upon transfer may be increased by us in the future. The Initial Franchise Fee which is paid is nonrefundable, subject to paragraph 6 of this Agreement.

If less than 100% of the stock and/or ownership/assets of the business entity that owns the Franchised Business is sold/transferred, the Transfer Fee to be paid to us will be proportionate to the percentage of the stock and/or ownership of the business entity that is transferred. For example, if 50% of the stock is transferred, 50% of the amount of the Transfer Fee would be payable by you to us at the time of the stock transfer.

Upon your request, we will assist you to negotiate the sale with your buyer. Prior to the sale you must not be in default of the Franchise Agreement or must otherwise cure all defaults and the purchaser must sign whatever franchise agreement which is being circulated by us to prospective franchisees at the time that you sell the Franchised Business. We will provide you with our decision regarding the transfer of the Franchise after you have provided us with such legal documentation as our legal counsel may reasonably deem necessary to properly and legally document the transfer. Selling your Franchise does not release you from performance of Restrictive Covenants After the Franchise is Sold (Paragraph 11.3) and Non-disclosure (Paragraph 12.7 a,12.7 b) and Post Term Obligations (Paragraphs 13.1 a,b, 13.2) in this Agreement. In the event that you sell/transfer your franchise and/or sell/transfer significant assets of your Franchised Business (such as clients) without our advance written approval of the sale and buyer, we will be entitled to receive monetary damages from you. In the event of an unauthorized transfer of Franchisee's Franchised Business(es) to a third party, individuals who sign this Agreement on behalf of Franchisee(s) or as Franchisees will be personally responsible (will be "Guarantors") for payment of the following payments to be paid to Franchisor and shall pay to Franchisor fifteen percent (15%) of the purchase price paid to Franchisee(s) and Guarantors by the third party purchaser. Franchisee(s) and Guarantors, jointly and severally, also agree to pay Franchisor liquidated damages in the amount of the total amount of Service Fees collected in the five (5) years prior to the breach. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Franchisee(s) shall pay them to Franchisor without limiting the Franchisor's right to terminate this agreement for default as provided elsewhere in the Franchise Agreement. Franchisees and Guarantors agree that they will be personally responsible to pay the damages described in this Paragraph in the event they are applied. The provisions of this Paragraph shall be applicable to all Visiting Angels franchises owned by the Franchisee(s).

In the event that you offer your franchise for sale/transfer: If the Protected Territory that comprises the zip codes listed in this Agreement (3.1) exceeds 400,000 population, it may, at our option, be required by us to be sold/transferred separately as two or more separate Franchised Businesses to one or more separate individuals/entities.

11.2 *Right of First Refusal:* You agree to provide us with a right of first refusal to purchase your Franchised Business in the event that you desire to sell it. The right of first refusal is effective at any time that you receive an offer from a bona fide third party to purchase the Franchised Business. At that time you must communicate the offer to us in a writing which provides specific details regarding the offer. We then have 30 days from the date upon which we receive written notice of the offer within which to purchase the Franchised Business on the same terms as offered by the third party. We must notify you in writing within said 10 days of our intent to purchase. If you do not receive such a notification from us within 10 days, you may then sell to the bona fide third party. If the terms of any offer to purchase your Franchised Business should change materially in any way, this will be regarded as a new offer from the bona fide third party, which must then be communicated to us so that we will have the opportunity to match the offer. In the event that the franchise has been financed in full or in part by the SBA, LAS Inc. (nor any Third Party Assignee of LAS Inc.) will not exercise the option for any partial sale of the

franchisee's business. LAS Inc. (nor any Third Party Assignee of LAS Inc.) may not become a partial owner of any SBA financed Visiting Angels franchises.

11.3 *Restrictive Covenants After the Franchise is Sold*: After you sell the Franchised Business you agree not to engage in any home caregiving business (and/or caregiver staffing for custodial and/or healthcare institutions) either directly or indirectly, as an owner, partner, consultant, director, or in any other capacity for a period of two (2) years from the date of that you sell your Franchised Business within a distance of twenty miles from your Protected Territory. During this period, you may accept employment in any capacity you choose with any non-medical private duty or medical home healthcare agency/provider that is not owned in any part by you nor any of your relatives and was organized at least 6 months prior to the expiration or termination of your franchise.

During the 2 year non-compete period, you will be liable for damages in the event that you violate this covenant not to compete in the amount of 15% of the Gross sales generated by any such endeavor in which you may be engaged. If you own more than one Franchise in our System and you retain ownership of one or more Franchised Businesses, you will be permitted to continue operation of the Franchise(s) that you continue to own and the Franchise Agreement will remain in force regarding the Franchise(s) that you have retained.

11.4 *Assignment To Heirs:* If you should die during the term of the Franchise or become incapacitated, the Franchise may be assigned to your heirs or other assignee(s) without first offering it to us so long as the heirs or assignee successfully completes our initial training program, is approved by us, pays us a training Fee of in the amount of $3,500, and signs our then current franchise agreement. An assignee who is not an heir would have to be approved by us (which approval shall not be unreasonably withheld) and sign the then current franchise agreement.

11.5 *Assignment To Business Entities:* This Agreement may be assigned by you to a controlled business entity (after providing notice to us) that is wholly owned by any of the individuals named as franchisees (or members/stockholders) in this agreement (and no others) provided that you sign a personal guarantee of performance of the non-compete provisions in of this Agreement.

11.6 *Legend:* All shares of capital stock of your corporation must bear a legend which informs a potential assignee of those restrictions regarding assignment of the Franchise Agreement which would be material to the sale of the Franchised Business.

11.7 *Our Right to Assign Franchisor Corporation:* We reserve the right to sell or assign, in whole or in part, our interests and/or obligations to you under this Agreement. We may, at our sole discretion, sell our interest in our Franchisor corporation to any third party.

12. **EVENTS OF DEFAULT, CANCELLATION OR TERMINATION**

12.1 *Events of Default.* Neither this Agreement nor the relationship between the Parties may be modified during the term of this Agreement unless such modifications are in writing and signed by both parties. We may terminate your Franchise in the event you are in default of any of the provisions of this Agreement and, with the exceptions which shall justify immediate termination, in the event the default is not remedied within 30 days following receipt of written notice, served by electronic mail or U.S. Postal Service. You agree that the following defaults (however not limited to the following) shall at our discretion, justify termination if not corrected within 30 days of your receipt of written notice by us:

(1) If you violate any provision of this Agreement in any material respect;

(2) If you fail to pay any amount owed to us based on the schedules for Monthly Service Fees and Monthly Cooperative Advertising Fees written in this Agreement (including, but not limited to, Service Fees and Cooperative Advertising Fees) or within fifteen (15) days after notification that the amount is past due, including Gross, and/or Minimum Service Fees (we reserve the right to place your franchise “on hold” on our national website locator which will result in no leads being distributed to you from our website and instead those leads will be distributed to neighboring franchisees until this item is cured);

(3) If you fail to submit reports or financial data which we require under this Agreement including home care lead summaries, or fail to follow our written policies and operations practices published in the Brand Standards & Training Manual (we reserve the right to place your franchise “on hold” on our national website locator which will result in no leads being distributed to you from our website and instead those leads will be distributed to neighboring franchisees until this item is cured);

(4) If you use unauthorized promotional materials;

(5) If you fail to maintain proper insurance coverages, as required according to this Agreement;

(6) If you violate any of our advertising policies;

(7) If you fail to fulfill State regulations or fail to comply with State or Federal laws applicable to your Franchised Business including but not limited to wage and hour requirements such as overtime pay and minimum wage for your employees;

(8) If you sell services which are not approved by us;

(9) If, after commencement of business, you fail to personally operate your Franchised VISITING ANGELS Living Assistance Services Business in the Franchised Territory on a full time basis (for at least the first 4 years) and/or fail to operate

continuously during the term of the Franchise in accordance with the days and hours of operation customarily employed by a VISITING ANGELS Living Assistance Services franchisee;

(10) If you violate any of the solicitation (and advertising) restrictions in the Franchise Agreement (Paragraphs 3.3 & 3.4);

(11) If you fail to respond to and reasonably satisfy/redress complaints from your clients/customers and/or employees within a reasonable time period;

(12) If we receive 3 or more complaints from your actual or potential clients that you have failed to respond to their requests for information within a twenty-four (24) hour period or if we determine that the previous has been the case; If your franchise is placed in default based on failure to respond to requests for information from potential clients (lead survey reports), we may terminate your franchise if you fail to cure this default to our satisfaction within 6 months subsequent to receipt of notice of default from us;

(13) If we receive 3 or more complaints from your clients that we determine to be of a serious nature;

(14) If we believe that your management systems (as described in this Agreement and in the Brand Standards & Training Manual) are inadequate to fulfill our standards of service, including, but not limited to the requirement to have your business telephone answered by a live person (employee staff member) during the following working hours, Monday to Sunday; 8:00AM to 9:00PM, and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client;

(15) If you fail to comply with our policies concerning caregiver staff interviewing/screening as written in the Brand Standards & Training Manual and as distributed to franchisees by email and mail;

(16) If you fail to apply for the license necessary to provide “hands-on” care in your State (if applicable) within 6 months after the conclusion of your initial training class;

12.2 *Opportunity To Cure:* We will have the right to terminate your Franchise based on the events of default described in Items 1 through 16 in Paragraph 12.1, if you do not correct such events of default within thirty (30) days after you receive written notice of such failure to comply. If such item of default is failure to pay any money you owe us, you must pay the amount owed within 15 days. A breach of this Agreement will be regarded as "cured or corrected" when both parties agree in writing that it has been corrected.

12.3 *Repeated Violations:* Three (3) uncured defaults will be grounds for immediate termination of your Franchise.

12.4 *Grounds for Immediate Termination:* We will have the right to immediately terminate your Franchise, effective upon delivery of notice of termination by electronic mail or US Postal Service to you based on the following:

(1) If you fail to adhere to any provisions of this Franchise Agreement or any specification, standard or operating procedure prescribed by us and do not correct such failure within fifteen (15) days;

(2) If you fail to operate for more than thirty (30) consecutive business days;

(3) If you fail to maintain a business telephone;

(4) If you violate any of the covenants not to compete and/or the restrictions on use of our intellectual property including franchisee lists (12.7a-aii);

(5) If you voluntarily abandon the Franchise (this will include failure to have an owner/stockholder managing the business on a full-time basis during the first 48 months);

(6) If you make an unauthorized assignment or transfer of the Franchise, or a majority of the stock in your Franchised Business entity or a significant portion of the assets of the franchise (such as clients) or encumber the Franchise;

(7) If you fail to pay monthly Service Fees for 3 consecutive months, or are in arrears for 3 or more non-consecutive months (and/or fail to submit required reports of Gross Revenues or other required reports including home care lead summaries, for 3 or more non-consecutive months);

(8) If you move/relocate the Franchised Business location without our advance approval or establish the Franchised Business in a location that is outside of your Protected Territory;

(9) If you are convicted of a felony or are declared mentally incompetent under a judicial verdict or by civil or criminal Court proceeding;

(10) If you make an assignment for the benefit of creditors or an admission of an inability to pay your obligations, as they relate to the Franchise, as they become due;

(11) If you have more than one franchise and any one of the corresponding franchises is terminated by us for any reason;

(12) If the Franchised Business or you declare personal bankruptcy, voluntary or involuntary, or shall become insolvent, and/or have a receiver appointed for any portion of your property;

(13) If we receive 3 or more complaints from your clients that we determine to be of a serious nature, that you have failed to adequately redress;

(14) If you act or behave in a manner which subjects our Marks to disrepute;

(15) If you, as the result of any inspection of your records, have knowingly misrepresented the accounting of Gross sales receipts, which you are required to make to us;

(16) If it is determined that you have failed to personally operate your business on a full time basis for a period of 6 months or longer during the first 4 years subsequent to the date that it opened;

(17) If you have failed to fulfill the Performance Standards requirements in Paragraph 9.18;

(18)If we receive five (5) or more complaints from your actual or potential clients that you have failed to respond to their requests for information/service within a twenty-four (24) hour period or if we determine that the previous has been the case;

(19) If we can reasonably determine that you are no longer competent to operate your Franchised Business and you have not assigned the management of the Franchise Business to an individual who is approved in advance by us.

12.5 *You May not Withhold Payments:* You agree that you will not withhold any payments whatsoever which are required to be paid to us according to this Agreement.

12.6 *Your Right to Terminate Your Franchise:* You may terminate the Franchise with our written consent upon written notice to us, subject to the termination conditions described and the restrictive covenants in this Agreement (Non-compete, Non-Disclosure, Obligations upon termination, paragraphs 12.7, 13, 13.1 & 13.2).

12.7 *Intellectual Property:*

a) *Non-Disclosure:* In the course of your association with us, you will obtain knowledge of valuable information, training manuals, vendor lists, lists of franchisees, trade secrets, marketing methods, marketing and promotional materials, graphic designs and layouts, business affairs, and methods of doing business. All information which we provide to you shall be considered strictly confidential and you agree that you will not, directly or indirectly, both during the term of this Agreement and after the termination, expiration, assignment or transfer of your rights under this Agreement for any reason, make available to any person, firm, corporation or association such confidential information as described in this Paragraph without our specific written consent.

i) We reserve the right to require all of your employees and attendees of training to sign an agreement which prohibits the unauthorized disclosure of confidential information.

ii) You agree that our list of franchisees will not be utilized by you for any purpose that is not authorized in advance by us. You agree that you will not mail, fax and/or e-mail any information to our franchisees without receiving written permission from us in advance (this sentence will not be applicable to e-mails sent to individuals or groups of five (5) individuals or less which do not contain information that is similar in content to that which you may send to other Visiting Angels Franchisees. It will also not be applicable to you if you are elected/assigned to a position as director to a franchisee council and/or team leader and must send such notices to fulfill requirements of this position).

b) *Copyright Protection:* We own valuable copyright rights and other rights in all written materials and other materials described in Paragraph 12.7 which we provide to you during the term of the Franchise ("Materials") used in connection with the operations, marketing and promotion and of our business services; we desire to protect the integrity of our copyrights and to preserve our rights in these works. To protect our copyright and other rights in these works, we will assert from time to time various restrictions on your use of the Materials. These are necessary to insure that the rights to our copyrights are preserved.

i) In order to maintain the quality reputation and the rights in the Materials, all advertising and promotional material relating to our business and its services which contain any written material provided by us must receive our approval in the manner provided in this Agreement. Approval may be granted or withheld at our sole discretion.

ii) You agree not to make any unlicensed use of the Materials and agree that you shall at no time do anything which will in any way impair our rights in the copyright works. You understand that you shall not acquire, and shall not claim any title to the copyright works by virtue of any license granted in this Agreement or through your use of the Materials.

iii) Your use of any Materials shall display in every instance the appropriate copyright notice as we provide to you. The following notice shall appear at least once on each item of artwork or designs used with the Marks on promotional or packaged materials: "Copyright, LIVING ASSISTANCE SERVICES, INC.” (Year of First Publication). If you fail to comply with these provisions for copyright protection we will have grounds to immediately terminate your Franchise.

13. **OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION**

In the event of termination or non-renewal of the Franchise, you agree that you shall immediately upon the effective date of termination or non-renewal comply with the following:

a) *Proprietary and Confidential Information:* You shall discontinue the use of any and all of our proprietary and confidential information including but not limited to operations methods, designs, service regimens, formulas, employee screening, marketing techniques, etc., in connection with the operation of your Franchised Business. You must

return to us all manuals, advertising materials and printed material pertaining to the Franchised Business.

b) *Discontinue Use of the Marks:* You must immediately discontinue the use of any and all of the Marks or any other trademarks, servicemarks or tradenames which we may use, or any variations of our names or names which are confusingly similar to our names. This shall include the immediate cessation of use of all telephone numbers, advertising materials, signs and other materials which bear the Marks. All telephone numbers used by you (for the Visiting Angels franchise business) shall be assigned to us upon termination/expiration of the franchise. You agree to contact your telephone company immediately upon termination/expiration of the franchise to arrange the telephone number assignment to us. In the event that we direct you not to assign the Visiting Angels telephone number to us, you agree to disconnect it and direct the telephone company to refer all callers to our toll-free number or to the number that we direct you to refer your number to.

c) *Termination of Association:* You must cease from representing to the public and trade contacts that you are a member of our Franchise System.

13.1 *Post Term Obligations:*

a) *Diversion of Business:* Upon termination, transfer, or expiration of the Franchise, you must not attempt to divert business or customers to any establishment in competition with our franchisees.

b) *Injunctive Relief:* You acknowledge that damage caused to us and our franchisees for failure to comply with the provisions of Paragraph 13 and 13.1 are irreparable. You agree that we shall be entitled to seek injunctive relief in addition to any other relief that may be available to us.

13.2 *Restrictive Covenants After Your Franchise is Terminated or Expires:* After your Franchise is terminated or its term has expired, you may not continue to engage in any home caregiving business for homebound elderly and convalescing clients (and/or caregiver staffing for custodial and/or healthcare institutions) either directly or indirectly, as an owner, partner, consultant, director, or in any other capacity for a period of two (2) years from the date of termination within a distance of twenty miles from any part of your Protected Territory. During this period, you may accept employment in any capacity you choose with any non-medical or medical home healthcare agency/provider that is not owned in any part by you nor any of your relatives and was organized at least six (6) months prior to the expiration or termination of your franchise (except for any franchised home care company). In the event that you violate this restrictive covenant, you will be required to furnish the reports and other materials required by this Agreement with respect to all Gross Revenues collected for a period of two (2) years after transfer, termination, or expiration of your rights under this Agreement. You will be liable for damages in the event that you violate this covenant not to compete in the amount of 15% of the Gross sales generated by any such endeavor in which you may be engaged. Franchisee(s) and Guarantors acknowledge and agree that due to the expanding size of

Franchisee's Franchised Business(es), in the event of a breach of the Franchise Agreement, the Franchisor will incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty. Therefore, in the event of any breach of the Franchise Agreement, resulting in termination of the Franchise, and in the event that the Franchisee(s) fails to adhere to Paragraphs 13, 13.1 & 13.2 and instead, continues to engage in a home care business, Franchisee(s) and Guarantors, jointly and severally, also agree to pay Franchisor liquidated damages in the amount of the total amount of Service Fees collected in the five (5) years prior to the breach. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Franchisee(s) shall pay them to Franchisor without limiting the Franchisor's right to terminate this Agreement for default as provided elsewhere in the Franchise Agreement. Franchisee(s) and Guarantors agree that they will be personally responsible to pay the damages described in this Paragraph in the event they are applied. The provisions of this Paragraph shall be applicable to all Visiting Angels franchises owned by the Franchisee(s).

Upon the expiration or termination of this Agreement, or expiration/termination of any extension or renewal thereof, you agree to file Notice of Abandonment of the use of said trade name with any appropriate governmental agency. If you are located in a State in which any of our restrictive covenants cannot be enforced, in the event that the franchise is terminated by you or us and/or expires, you agree that you will not continue to use our Marks and/or establish a similar business using our Marks, marks that are confusingly similar to ours or any marks that use the words "visiting" and/or "angel" or "angels" (or a derivative of angels) in them.

14. **RELATIONSHIP OF THE PARTIES**

The Parties to this Agreement are strictly Franchisor and Franchisee. You are not a partner, agent, servant, fiduciary, representative or employee or joint venture partner with us. You do not have, nor shall you hold yourself out as having any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of us, in our name, or which is binding upon us. Any act or omission by either party shall not obligate the other. You agree to protect, indemnify and save us as harmless against any and all claims, including but not limited to claims for punitive damages, costs and liabilities of any kind in connection with your Franchised Business. You shall, upon our request, post notice that you are a franchisee of LIVING ASSISTANCE SERVICES, INC.

15. **COVENANT NOT TO COMPETE**

You acknowledge that as a participant in our Franchise System, you will receive confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. Therefore to protect us and all of our franchisees, you agree: that while you are a VISITING ANGELS Living Assistance Services Franchisee, you shall not engage in any home caregiving business to include non-medical home care and home health services for adult clients (and/or caregiver staffing for custodial and/or healthcare institutions) other than the one in this Agreement within the continental United States and Canada. Engaging shall include, but not be

limited to, activities whether direct or indirect, as an employee, individual proprietor, partner, stockholder, director, officer, principal, broker, agent, employee, consultant or lender. This section shall not be construed as prohibiting ownership, for investment purposes only, of securities of a competitive corporation which are publicly held and traded. If you are found to be engaging in a competitive business as described in this Paragraph while a Franchisee, you agree to pay to us, damages equal to 15% of the Gross Revenues generated by the endeavor. Payment of damages shall not preclude us from filing any other claims we believe are appropriate, to include injunctive relief without the posting of any bonds in the event of a violation of this provision, or any provision in this Agreement. Failure on your part to comply with the terms of this Agreement could cause irreparable damage to our Franchise System. It is our intent to have the non-compete provisions of this Agreement enforced to the fullest extent permissible under the law of each jurisdiction where such enforcement is sought. Notwithstanding any provision of the Franchise Agreement, during the term of the Agreement, you may not accept employment in any capacity with any non-medical or medical home healthcare agency/provider. You agree that you do not own a business that provides services similar to those that will be provided to customers through the Franchise (except for an additional Visiting Angels Franchise) and will not divert any home care leads that you receive to any competitive agency (except to other Visiting Angels franchises).

If you own or acquire another business that is not relevant to any part of this Agreement (Unrestricted Business), you may not sell Visiting Angels home care services to any of your clients/customers of the Unrestricted Business that reside outside of your Protected Territory.

15.1 *Competitive Activities by Others:* All non-compete covenants will apply to any business entity which is established as a competitive non-medical private duty home care services business entity or home health care business entity in which it is demonstrated that you are participating or cooperating as co-owner, shareholder, agent or employee, in violation of our restrictive covenants.

16. **WAIVER**

A waiver of any violation of this Agreement shall not impair your rights or ours with respect to any further violations; and no delay or omission on our part or yours to exercise any right arising from any violation of this Agreement shall impair the rights of the parties as to any future violations.

17. **NOTICE**

All notices under this Agreement shall be in writing and delivered by United States Postal Service (or private shipping carrier such as Federal Express) and email transmission, addressed to the party's last known address (and email address) or to the registered agent for service of process in the Franchisor's home state.

18. **SEVERABILITY**

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portion shall remain in full force and effect as if it has been signed with the invalid portion omitted.

19. **JURISDICTION, VENUE AND CONTROLLING LAW**

Except as otherwise stipulated in this Agreement, or unless contrary to the fundamental public policies of applicable law of your State, this Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania except for Illinois franchisees whose franchise agreements will be governed by and enforced by the laws of the State of Illinois. Both parties consent to jurisdiction and venue as follows: Federal Court in the Commonwealth of Pennsylvania (District where Franchisor is located), (or State of Illinois for Illinois franchisees), counties of Philadelphia (Federal District Court) and/or Delaware County (State District Court) and any legal proceedings arising out of this Agreement shall be brought only in such Court (Jurisdiction and venue will be the State of Maryland for Maryland residents for claims arising under the Maryland Franchise Registration and Disclosure Law).

20. **PERSONAL PERFORMANCE GUARANTEE**

If the franchisee is a corporation (and/or business entity) no individual/stockholder will be personally responsible for performance of any provisions in this Agreement (to include Service Fees) except for the non-compete covenants. Each natural person who signs this Agreement as "Franchisee", or has rights to your Franchise and Franchised Business whether as an individual, partner or shareholder, promises that all persons with an ownership interest (which includes, but is not limited to, any person receiving or with a right to receive part or all of the dividends and/or profits of your Franchised Business) in your Franchised Business have signed this Agreement even if each such person has not actually signed this Agreement, and that this Agreement represents a personal guarantee of performance with respect to all restrictive covenants within this Agreement (9.11; 11.3; 12.6; 13; 13.1; 13.2; 15; 15.1).

The Franchise is not transferable without compliance with the terms specified in this Agreement, and individually, jointly and severally you agree to and accept the following duties and obligations:

1. To Guarantee all obligations of the Franchisee (known as "you" or "your") under this Agreement, and to be bound individually by the provisions hereof (Notwithstanding any other provisions of this Agreement, the personal liability of the Franchisee or any guarantor hereunder is limited to the restrictive covenants written in this Agreement);

2. That all remedies available against you shall be available and enforceable against each and every person having an equity ownership in your Franchise.

21. **ENTIRE AGREEMENT**

This Franchise Agreement contains the entire Agreement between the Parties with respect to the matters covered by this Agreement. There are no representations either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. Any modifications to this Agreement must be written and signed by both parties. Nothing in this Agreement is intended to disclaim the representations made in the Franchise Disclosure Document which has been delivered to the Franchisee.

a) *Independent Investigations:* Each person included as a Franchisee acknowledges that he/she has conducted an independent investigation of the Franchised Business contemplated by this Agreement and recognizes that it involves business risks which make the success of the venture largely dependent upon your business abilities and efforts. You acknowledge that you have been given the opportunity to clarify any provision of this Agreement that you may not have initially understood and that we have advised you to have this Agreement reviewed by an attorney.

b) *No Guarantees of Earnings:* You understand that neither we nor any of our representatives and/or agents with whom you have met or with whom you have spoken or corresponded have made any guarantees with respect to the expected success of your Franchised Business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with your Franchised Business. You acknowledge that we have not told you that we have any responsibility to secure clients for you or assist in securing clients or business for you and you agree that we cannot be held responsible in the event that you fail to secure clients/business in your own interest.

c) *No Personal Liability:* You agree that fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be the sole responsibility of LIVING ASSISTANCE SERVICES, INC. and no agent, representative, nor any individual associated with LIVING ASSISTANCE SERVICES, INC. shall be held responsible. This is an important part of this Agreement. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

22. **ACKNOWLEDGEMENT OF RECEIPT**

You acknowledge that this Agreement and our Franchise Disclosure Document (dated April 10, 2024) including our audited financial statement and current list of franchisees have been in your possession for at least 14 (fourteen) calendar days before you signed this Agreement and that any changes to this Agreement were in writing in this Agreement for your review for at least seven (7) calendar days before you signed this Agreement.

23. **PLACE OF EXECUTION**

It is agreed that this Agreement was signed at our place of business in Bryn Mawr, PA.

Date: _____ _____

Franchisor: Director; LIVING ASSISTANCE SERVICES, INC.

Date: _____ _____

Franchisee: Shareholder and Personally

Date: _____ _____

Franchisee: Shareholder and Personally

APPENDIX A
Investment Schedule*

Standard Program

1) Initial Franchise Fee	$64,950
2) Printing, Supplies	$1,500
3) Insurances, Licenses, Lease Deposits	$13,500
4) Travel Lodging during training	$750 to $1,500
5) Computer, Software	$0 to $2,500
	$80,700 to $83,950

*All amounts other than the Initial Franchise Fee are approximate and represent best estimates of opening expenditures. Costs may vary. Capital requirements may be adjusted as necessary but will not exceed those listed here without your approval.

We recommend that you have at least an additional $50,000 available as reserve capital after your Franchised Business opens. Note: You should also have adequate funds available to cover living and household expenses in addition to adequate operating capital for the first 2 years in business. The amount necessary shall vary according to your personal needs, mode and manner of living.

We do not directly or indirectly provide financing to a potential franchisee. We may assist you in obtaining financing upon your request. Such assistance is limited to documenting any information or materials which you need to provide to a potential lender for the purpose of obtaining financing.

APPENDIX A
(Continued)

Receipt for Initial Franchise Fee

We acknowledge receipt of the sum of **$64,950.00** as full and total payment of the Initial Franchise Fee. The Initial Franchise Fee is deemed earned by us upon receipt and acceptance of your application and this signed Franchise Agreement. Should you be disapproved by us for any reason, we agree to refund the Initial Franchise Fee. Signing of this Agreement by us shall constitute acceptance of your application to become a Franchisee.

LIVING ASSISTANCE SERVICES, INC. _____

_____ _____
Franchisee Address Franchisee

_____ _____
Date Franchisee

APPENDIX B

RIDER TO LIVING ASSISTANCE SERVICES FRANCHISE AGREEMENT FOR ILLINOIS FRANCHISEES

The Franchise Agreement between _____ ("Franchisee" or "you") and Living Assistance Services, Inc., d/b/a Visiting Angels ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which should be considered an integral part of the Franchise Agreement (the "Amendment").

Illinois Law Modification

The Illinois Franchise Disclosure Act requires that certain provisions contained in franchise documents, including the Franchise Agreement, be amended to be consistent with Illinois law. Therefore, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, the modification set forth below shall be controlling:

1. The provisions of the Illinois Franchise Disclosure Act of 1987 (the "Act") shall supersede any provisions of the Franchise Agreement which are in conflict with the Act.

2. Section 41 of the Illinois Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchisee to waive compliance with any provision of this Act or any other law of Illinois is void." Nothing in the Franchise Agreement waives any rights Franchisee may have under Section 41 of the Illinois Disclosure Act of 1987.

3. The Franchise Agreement, Development Agreement and related documents by and between us and you will be governed by the laws of the State of Illinois and not the laws of the Commonwealth of Pennsylvania.

4. While the Franchise Agreement designates jurisdiction or venue in the Commonwealth of Pennsylvania, you may bring a lawsuit in Illinois for claims arising under the Illinois Franchise Disclosure Act or any other cause of action which is otherwise enforceable in the State of Illinois. Therefore, any provisions in the Franchise Agreement that designate 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.

5. The conditions pursuant to which your franchise can be terminated and any rights upon non-renewal may be subject to applicable provisions of the laws of the State of Illinois. Franchisees' rights upon Termination and Non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. In conformance with the *NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements*, adopted September 18, 2022 and effective January 1, 2023:

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

IN WITNESS WHEREOF, Company and Franchisee have duly executed and delivered this Amendment as of the date above.

Franchisee:	Franchisor:
	Living Assistance Services, Inc.
_____	By: _____
Signature	
	Name: _____
_____	
Print Name	Title: _____
_____	
Title (if any)	

APPENDIX B

RIDER TO LIVING ASSISTANCE SERVICES FRANCHISE AGREEMENT FOR MINNESOTA FRANCHISEES

i) Paragraph 20 is amended as follows:

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

ii) Paragraph 12 is amended as follows:

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specific cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

iii) Paragraph 9.11(g) “Discovery of Infringements" is amended as follows:

The Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

iv) Minn. Rule 2860.4400J. prohibits a Franchisee from waiving its rights to a jury trial or waiving its rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

Date: _____ _____

Franchisor: Director; LIVING ASSISTANCE SERVICES, INC.

Date: _____ _____

Franchisee: Shareholder and Personally

Date: _____ _____

Franchisee: Shareholder and Personally

APPENDIX B

ADDENDUM TO AGREEMENT REGARDING COMPLIANCE WITH THE LAWS OF THE STATE OF NEW YORK

Required Disclosures for New York:

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 A 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT 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:

   With the exception of what is stated above, the following applies 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 felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or 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 Rev. April 18, 2023 2 defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action 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 "Termination by 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 of forum," 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 the franchisee by Article 33 of the General Business Law of the 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.

Signatures on the following page.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

APPENDIX B

ADDENDUM TO AGREEMENT REGARDING COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA

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.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

ADDENDUM TO AGREEMENT REGARDING COMPLIANCE WITH THE LAWS OF THE STATE OF WASHINGTON

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

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

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.

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

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

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

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____

20_____.

_____ _____

FRANCHISOR FRANCHISEE

APPENDIX B

ADDENDUM TO THE FRANCHISE AGREEMENT REGARDING THE LAWS OF THE STATE OF RHODE ISLAND

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

Date: _____ _____

Franchisor: Director; LIVING ASSISTANCE SERVICES, INC.

Date: _____ _____

Franchisee: Shareholder and Personally

Date: _____ _____

Franchisee: Shareholder and Personally

Exhibit B

Financial Statements

Living Assistance Services, Inc.

Financial Statements

December 31, 2023

Living Assistance Services, Inc.
Financial Statements

December 31, 2023

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John D. Hilcher
Certified Public Accountant
A Professional Corporation
513 East Passaic Avenue
Bloomfield, New Jersey 07003
973.743.6000

Independent Auditor's Report

To the Stockholders
of Living Assistance Services, Inc.
Bryn Mawr, Pennsylvania

Opinion

I have audited the accompanying financial statements of Living Assistance Services, Inc., which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Living Assistance Services, Inc. and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audits. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

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

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

John D. Hilcher
Certified Public Accountant
A Professional Corporation
513 East Passaic Avenue
Bloomfield, New Jersey 07003
973.743.6000

Independent Auditor's Report -- Continued

Auditor's Responsibility for the Audit of the Financial Statements

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

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

- 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 Living Assistance Services, Inc.'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 my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Living Assistance Services, Inc.'s ability to continue as a going concern for a reasonable period of time.

I am 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 I identified during the audit.

April 10, 2024

Living Assistance Services, Inc.
Balance Sheets

	December 31, 2023	2022	2021
Assets			
Current assets			
Cash	$ 1,055,768	$ 141,232	$ 8,197
Royalties receivable, net of allowances of $50,000, at December 31, 2023, 2022 and 2021	2,640,169	2,301,942	2,343,371
Prepaid expenses	818,490	388,219	290,024
Settlement receivable	0	200,000	775,000
Total current assets	4,514,427	3,031,393	3,416,592
Property and equipment, less accumulated depreciation and amortization of $302,082, $302,082 and $300,853 for December 31, 2023, 2022 and 2021, respectively	-	-	1,229
Affiliate advances	1,093,417	992,457	839,048
Security deposit	25,000	25,000	25,000
Total Assets	$ 5,632,844	$ 4,048,850	$ 4,281,869
Liabilities and Stockholders' Equity			
Current liabilities			
Accrued expenses	498,863	316,889	303
Accrued payroll and payroll taxes payable	328,295	328,404	283,275
Retirement plan contribution	956,735	575,000	416,873
Co-op advertising fees received in advance	765,360	761,263	761,263
Deferred rent	-	-	7,427
Franchise deposits	50,422	50,422	50,422
Total current liabilities	2,599,675	2,031,978	1,519,563
Stockholders' Equity			
Common stock, 1500 shares authorized, issued and outstanding	-	-	-
Retained earnings	3,033,169	2,016,872	2,762,306
Total Stockholders' Equity	3,033,169	2,016,872	2,762,306
Total Liabilities and Stockholders' Equity	$ 5,632,844	$ 4,048,850	$ 4,281,869

See notes to financial statements.

Living Assistance Services, Inc.
Statements of Income and Retained Earnings

	Years Ended December 31,		
	2023	2022	2021
Revenues			
Royalties	$ 25,037,455	$ 21,576,432	$ 20,457,596
Co-op advertising fees	17,777,675	14,959,666	13,796,910
Franchise fees	2,407,022	2,499,848	1,668,252
Conference fees	400,237	306,390	53,577
Total revenues	45,622,389	39,342,336	35,976,335
Expenses			
Advertising and promotional	15,019,853	14,125,280	12,770,015
Officer compensation	11,910,000	11,000,000	10,000,000
Salaries and benefits	9,381,334	7,552,820	6,503,918
Sales commissions	1,297,736	1,318,048	861,944
Retirement plans	956,735	575,000	416,873
Internet	916,715	934,236	800,679
Office expenses	773,841	686,779	686,571
Professional fees	730,597	712,651	904,527
Payroll taxes	713,186	635,688	564,574
Conferences	674,578	553,762	84,027
Health insurance	542,656	626,513	512,594
Training	461,569	439,517	385,062
Marketing	409,153	175,335	173,480
Rents	328,211	309,741	302,795
Telephone	130,344	118,887	151,905
Insurance	93,067	73,320	64,301
Repairs	75,696	70,743	47,690
Credit losses	59,434	6,893	3,323
Other taxes	53,510	51,147	41,976
Utilities	35,100	35,100	35,100
Postage	25,574	28,643	15,843
Printing	12,992	29,301	8,483
Franchisee screening	7,211	7,326	5,225
Franchise buybacks	-	19,811	-
Depreciation and amortization	-	1,229	5,785
Total expenses	44,609,092	40,087,770	35,346,690
Operating Income (Loss)	1,013,297	(745,434)	629,645
Other Income (Expense)			
SBA loan forgiveness	-	-	914,500
Settlement	3,000	-	(210,124)
Total Other Income	3,000	-	704,376
Net Income (Loss)	1,016,297	(745,434)	1,334,021
Retained earnings, beginning of year	2,016,872	2,762,306	1,428,285
Retained Earnings, End of Year	$ 3,033,169	$ 2,016,872	$ 2,762,306

See notes to financial statements.

Living Assistance Services, Inc.
Statements of Cash Flows

	Years Ended December 31, 2023	2022	2021
Cash Flows From Operating Activities			
Net Income (Loss)	$ 1,016,297	$ (745,434)	$ 1,334,021
Adjustment to reconcile net (loss) income to net cash used in operating activities:			
Depreciation and amortization	-	1,229	5,785
SBA loan forgiveness	-	-	(914,500)
(Increase) decrease in:			
Royalties receivable	(338,227)	41,429	(169,782)
Prepaid expenses	(430,271)	(98,195)	(91,008)
Settlement receivable	200,000	575,000	(775,000)
(Decrease) increase in:			
Accrued expenses	181,974	316,586	(123,114)
Accrued payroll and payroll taxes payable	(109)	45,129	191,456
Retirement plan contribution	381,735	158,127	76,596
Co-op advertising fees received in advance	4,097	-	25,378
Deferred rent	-	(7,427)	(3,716)
Franchise deposits	-	-	(25,367)
Net Cash provided by (used) in Operating Activities	1,015,496	286,444	(469,251)
Cash Flows From Investing Activity			
Affiliate advances	(100,960)	(153,409)	(168,413)
Net Change in Cash	914,536	133,035	(637,664)
Cash, beginning of year	141,232	8,197	645,861
Cash, End of Year	$ 1,055,768	$ 141,232	$ 8,197
Supplemental Disclosure of Cash Flow Information:			
Interest	$ -	$ 5,243	$ 750
Income taxes	$ -	$ -	$ -

See notes to financial statements.

December 31, 2023

Note A--Nature of Operations and Significant Accounting Policies

Nature of Operations

Living Assistance Services, Inc. (Company) was incorporated in Delaware on September 25, 1998. The Company is primarily engaged in promoting franchises in the living assistance industry throughout the United States.

Significant Accounting Policies

Use of Estimates. Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could differ from these estimates.

Receivables. The Company's franchise and royalties receivables are reported at net realizable value. Management concluded that, based on its review of its receivable balances, valuation allowances are needed. Management writes off balances that remain after exhausting all reasonable collection efforts and concludes that additional collection efforts are not justified.

Revenue Recognition. Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligation in the contract; determining the transaction price; allocating the transaction price to the performance obligation; and recognizing revenue when (or as) the Company satisfies a performance obligation. Royalties are recognized as revenue when actually earned and deemed collectible from franchisees. Advertising fees are recognized as revenue pursuant to franchise agreements.

Franchise Fees. The Company sells franchises that grant the right to use the Company's intellectual property in developing franchisees in designated areas. The franchise agreement requires the franchisee to pay initial nonrefundable franchise fees prior to opening its respective franchised location and continuing fees, or royalty income on a monthly basis based upon a percentage of franchisee gross sales. The franchisee agreements are typically ten (10) years. A franchisee may elect to renew the term of the franchise agreement and, if approved, will typically pay a renewal fee upon the execution of the renewal term.

Generally, the franchise license granted for each individual franchisee within a defined territory represents a single performance obligation. Therefore, initial franchise fees for each are allocated to each franchisee. The Company's franchise sales are distinct from the ongoing franchise license and relate to the activities of a new franchisee and are recognized in the period that services are rendered to the franchisee. The Company incurs significant pre-opening costs relating to the selling, training and other common start-up expenses that exceed the initial franchise fee, therefore recognizing the initial franchisee fee in the year a franchisee is trained. This is consistent in the comparative periods presented.

Royalties. Continuing service income is recognized over the term of the respective franchise agreement as royalties earned for each monthly period derived from the appropriate percentage of monthly franchisee sales. This is consistent in the comparative periods presented.

Note A--Summary of Significant Accounting Policies--Continued

Co-Op Advertising Fees. The Company's franchise agreements require the franchisee to pay continuing advertising fees. Continuing advertising fees are recognized over the term of the respective franchise agreement on a monthly basis using the appropriate percentage of monthly sales. The Company's co-op advertising fund for December 31, 2023 and December 31, 2021 were under-spent; advertising costs incurred were less than advertising fees recorded. The Company's co-op advertising fund for December 31, 2022 was over-spent, advertising costs incurred were more than advertising fees recorded, with the Company contributing to the co-op fund the amount of the excess. Therefore, co-op advertising fees received in advance in the Company's financial statements remained unchanged at December 31, 2022.

Adoption of New Accounting Standard. In May 2014, the Financial Accounting Standards Board (FASB) issued new guidance for revenue recognition related to contracts with customers (ASC 606). Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers and all subsequent amendments to the ASU, replaced most existing revenue recognition guidance in United States GAAP. The ASU also required expanded disclosures relating to the nature, amount, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 are presented under ASC 606 while prior period amounts continue to be reported in accordance with legacy GAAP. The adoption of ASC 606 did not result in a change to the accounting for the Company's franchise fees, royalties or Co-op advertising fees, and no cumulative effect adjustment was recorded.

In January 2021, FASB issued ASU No. 2021-02, offering a practical expedient for pre-opening services that franchisors that are not public business entities can use when applying ASC 606. The Company adopted the practical expedient to account for certain pre-opening services provided to franchisees as distinct from franchise licenses.

Property and Equipment. Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method. Repairs and maintenance are charged to expense as incurred.

Advertising Expenses. Advertising expenses includes advertising expenses incurred by the Company primarily through advertising funds. The Company expenses advertising and promotional costs when incurred.

Income Taxes. The stockholders have elected S corporation status effective January 1, 2009. Earnings and losses after that date will be included in the personal income tax returns of the stockholders and taxed depending on their personal tax strategies. Accordingly, the Company will not incur additional income tax obligations, and future financial statements will not include a provision for income taxes. The Company will not elect out of its federal S corporation election for state income tax purposes. The Company had no uncertain tax positions, or interest and penalties, that qualify for either recognition or disclosure in the financial statements. The Company is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2020.

Note B--Financing Arrangements

During 2023, the Company changed the terms of its line of credit; release the personal guaranty of the shareholder, increase the revolving line to $750,000, modify the reporting requirements, and secured by the Company's business assets. The interest rate at December 31, 2023 is 8.5%. The Company's line of credit for $500,000 with a financial institution matured on June 30, 2022 and was guaranteed by its principal stockholder.

Note C--SBA Loan Forgiveness

During 2021, the Company's loan under the Paycheck Protection Program pursuant to the CARES Act in the amount of $914,500 was forgiven. On May 21, 2020, the Company received loan proceeds in the amount of $914,500 under the Paycheck Protection Program pursuant to the CARES Act.

Note D--Common Stock Arrangements

The Company's stock purchase agreements provided opportunities of acquiring its nonvoting common stock. Two arrangements offered one (1) percent of the total number of shares issued, or fifteen (15) shares, at the end of its first year. If renewed for an additional one year term, an additional one (1) percent of the total number of shares, or fifteen (15) shares, was issued at the end of its second year. All nonvoting common stock, sixty (60) shares, was issued pursuant to these agreements. The remaining shares are held by the Company's principal stockholder.

Note E--Significant Concentration of Credit Risk

The Company has concentrated credit risk for cash by maintaining deposits exceeding Federal Deposit Insurance Corporation insurance of $250,000 in banks located within its geographic region throughout the years ended, with balances exceeding $250,000 at December 31, 2023, 2022 and 2021.

Note F--Pension Plans

The Company sponsors a defined contribution plan covering participating employees, funding a maximum 4 percent pension cost match totaling $268,788, $239,125, and $217,955 for the years ended December 31, 2023, 2022, and 2021, respectively, with the Company contributing an additional $575,000, $575,000, and $416,873 for the years ended December 31, 2023, 2022 and 2021, respectively. In 2023, the Company created and sponsors a defined benefit plan or a cash balance plan covering participating employees accruing an additional $381,735 for the year ended December 31, 2023.

Note G--Transactions With Related Parties

An entity owned by the Company's principal stockholder sells franchises, with sales commissions totaling $1,297,736, $1,318,048 and $861,944 for the years ended December 31, 2023, 2022 and 2021, respectively. Affiliate advances totaled $1,093,417, $992,457 and $839,048 for the years ended December 31, 2023, 2022 and 2021, respectively, with reimbursed sales commissions, salaries and marketing totaling $77,159, $137,741 and $187,605 for the years ended December 31, 2023, 2022 and 2021, respectively.

Note H--Income Taxes

The Company's income tax returns are prepared on the cash basis of accounting. This method records revenues when payments are received and expenses when paid.

Note I--Lease Commitment

The Company leased its office under a non-cancelable lease classified as an operating lease. The lease agreement requires the Company to pay utility charges. The lease expired in August, 2019, with the Company executing its three year option to renew. Effective September 1, 2022, the Company's continues to lease its office pursuant to a cancellable monthly operating lease totaling $27,859. Rents totaled $326,876, $308,293 and $300,860 for the years ended December 31, 2023, 2022 and 2021, respectively. There are no minimum future annual rental commitments under non-cancelable operating leases in each of the five years ending December 31, 2024.

Note J--Settlement

In 2021, the Company settled a joint action including a franchisee for $1,000,000, with insurance reimbursements totaling $775,000. During 2023 and 2022, the Company received $200,000 and $575,000, respectively.

Note K--Contingency

The Company is defending a lawsuit for negligence and wrongful death by a franchisee's caregiver during 2023. The Company's loss has not been defined.

Note L--Subsequent Event

The Company evaluated subsequent events through April 10, 2024, which is the date the financial statements were available to be issued.

Exhibit C

List of Franchisees

Current Franchises as of December 31, 2023

ALABAMA

Russell Renfroe	400 Vestavia Pkwy, Suite 260	Birmingham	**AL**	35216	205-979-7400
Russell Renfroe	52 Medical Park Drive East, Suite 210	Birmingham	**AL**	35235	205-719-1996
Greg & Kaye Donnelly	207 – 4th Street S.E.	Cullman	**AL**	35055	256-734-6600
Greg Donnelly	25369 US Hwy 98, Suite A	Daphne	**AL**	36526	251-517-9700
Jeremy Patton & Benjie Polnick	4920 Corporate Dr. NW, Suite K	Huntsville	**AL**	35805	256-929-7000
Benjie Polnick	4213 Carmichael Rd.	Montgomery	**AL**	36106	334-245-6390
Paul & Valori Clemens	525 Energy Center Blvd, Suite 1602	Northport	**AL**	35473	205-409-4677

ALASKA

Aaron Ulmer	341 W. Tudor Rd., Suite 104	Anchorage	**AK**	99503	907-868-2650

ARIZONA

April & Sean Phillips	12725 W. Indian School Rd. #E101	Avondale	**AZ**	85392	623-266-9304
Joe Miller	408 N. Sacaton St, Suite DD	Casa Grande	**AZ**	85122	520-426-4269
Chris Smith & Gabriella Berne	2500 S. Woodlands Village Blvd, Suite 24	Flagstaff	**AZ**	86001	928-220-4100
Jody & Kate Dolance**	7200 W. Bell Rd., Suite E103	Glendale**	**AZ**	85308	623-476-7882
Mark Aspenson	4856 E Baseline Rd., Ste.104	Mesa	**AZ**	85206	480-325-3211
Bob Dailey	701 W. Southern Ave., Suite 105	Mesa	**AZ**	85210	480-833-8247
Mark Aspenson	34975 North Valley Pkwy, Suite 150	Phoenix	**AZ**	85086	623-594-9499
Marie Repasi	3509 East Shea Blvd., Suite 117J	Phoenix	**AZ**	85028	602-726-2189
Chris Smith	3615 Crossings Dr., Suite A	Prescott	**AZ**	86305	928-220-4100
Mark Aspenson	8585 East Bell Rd., Suite 100	Scottsdale	**AZ**	85260	480-451-8800
Lydia Tully-Coe**	7564 N. La Cholla Blvd.	Tucson**	**AZ**	85741	520-579-0099

***** denotes 2 franchise agreements being operated out of 1 office location***

ARKANSAS

Richard Jones	320 Ouachita Ave., Suite 312	Hot Springs	**AR**	71901	501-321-4900
Kenna & Woody Harrelson	2512 Alexander Dr., Suite A	Jonesboro	**AR**	72401	870-933-0188
Michael Martin	14 Office Park Dr., Suite 101	Little Rock	**AR**	72211	501-225-5100
Craig Crenshaw	213 W. Monroe Ave., Suite D	Lowell	**AR**	72745	479-419-9495

CALIFORNIA

Andrew Slakey & Jeff Ta	2447 Santa Clara Ave, Suite 300B	Alameda	**CA**	94501	510-269-2999
Frank & Frances Beebe	1020 S. Anaheim Blvd, Suite 205	Anaheim	**CA**	92805	714-927-3222
Karen Lawson	1126 Broadway, #7	Burlingame	**CA**	94010	650-344-2178
Brain & Kimberly Loft	484 Mobil Ave,. Suite 7	Camarillo	**CA**	93010	805-383-6483
Gail & Bill Lohmann	3350 Country Club Dr., Suite 101	Cameron Park	**CA**	95682	530-677-4400
Lydia Tully-Coe & Martin Coe	5565 Carpinteria Ave	Carpinteria	**CA**	93013	805-284-0221
Syeeda & Kwasi Asiedu	18327 Gridley Rd, Suite H	Cerritos	**CA**	90703	562-474-8000
Dominique & Christopher Johnson	13768 Roswell Ave., Suite 212	Chino	**CA**	91710	909-590-9102

Adrian (A.J.) Peters	1231 Third Ave., Suite E	Chula Vista	**CA**	91911	619-882-5223
Victor Perry & Soheila Vakili	513 Parkway Plaza	El Cajon	**CA**	92020	619-401-2040
Jeanne Lynn O'Neale	1112 - 5th Street	Eureka	**CA**	95501	707-442-8001
Amma Akwabi-Ameyaw	39159 Paseo Padre Pkwy., Suite 110	Fremont	**CA**	94538	510-284-0000
Debbie & Ajit Singh	2350 W. Shaw Ave., Suite 146B	Fresno	**CA**	93711	559-500-2102
Laura Tunberg	11602 Knott Avenue, Suite 4A	Garden Grove	**CA**	92841	714-379-4546
Dorie Sugay	8650 San Ysidro Ave., Suite 120	Gilroy	**CA**	95020	408-846-2988
Marine Topchyan	1117 E. Broadway	Glendale	**CA**	91205	818-549-1400
Andrew Dilwicius	131 E. Foothill Blvd.	Glendora	**CA**	91741	626-852-3302
David & Jaculin Beigel	321 – 5th Street	Huntington Beach	**CA**	92648	714-477-6590
Kevin & Mahsheed Vakili, **Victor Perry & Soheila Vakili**	3252 Holiday Ct., Suite 223	La Jolla	**CA**	92037	858-551-8910
Minu Sinha	20331 Lake Forest, Suite C6	Lake Forest	**CA**	92630	949-328-9578
Kevin & Mahsheed Vakili	5500 Grossmont Center Dr., Suite 205	La Mesa	**CA**	91942	619-303-6555
Jade Yang	1430 S. Mirage	Lindsay	**CA**	93247	559-562-1161
Amma Akwabi-Ameyaw	179 Contractors Avenue	Livermore	**CA**	94551	925-443-1000
Genevieve Brill-Murphy	338 St. Joseph Ave.	Long Beach	**CA**	90814	562-225-8106
Yvette & Gerald Geyen	6505 Sepulveda Blvd	Los Angeles	**CA**	90045	323-291-0100
LeRoy & Kathy Nelson & Matthew Rieth	1147 S. Robertson Blvd.	Los Angeles	**CA**	90035	323-615-1763
Jeremy & Phyllis Pool	36141 Avenue 12, Suite 107	Madera	**CA**	93636	559-416-7251
Greg Maasberg	25102 Jefferson Ave., Suite B	Murrieta	**CA**	92562	951-639-5949
Keith Karlsen	2700 West Coast Hwy, Suite 220	Newport Beach	**CA**	92663	949-524-3077
Gita Williams	1155 Sportfisher Dr., Suite 120	Oceanside	**CA**	92054	760-650-0007
Salva Palomares & Daniel To	2914 E. Katella Avenue, #204	Orange	**CA**	92867	714-948-5001
Gail Diaz-Sausa & Ken Sausa	2644 Appian Way, Suite 206	Pinole	**CA**	94564	510-380-1400
Robert & Karen Vonhof	3050 Victor Ave., Suite B	Redding	**CA**	96002	530-223-2400
Sara Bridgewater	330 – 6th Ave., Suite 201	Redlands	**CA**	92374	909-793-7788
Angela Lin & James Yao	61 Renato Court	Redwood City	**CA**	94061	650-777-9000
Laura Tunberg	17750 Sherman Way, Suite 310	Reseda	**CA**	91335	818-206-8121
Joan, Benita & Robert Roberts	8175 Limonite Ave., Suites A2 & A3	Riverside	**CA**	92509	951-727-4357
Dale Glazer	2026 – X Street	Sacramento	**CA**	95818	916-273-9199
Holli & Mike Todd	3808 Auburn Blvd., Suite 52	Sacramento	**CA**	95821	916-971-9333
Salva Palomares & Daniel To	9939 Hibert St., Suite 107	San Diego	**CA**	92131	858-566-9020
Lauren Stockdale	2615 Camino del Rio South, Suite 308	San Diego	**CA**	92108	619-488-6265
Angela Lin & Tony Yao	940 Saratoga Ave., Suite 215	San Jose	**CA**	95129	408-241-5100
Tani & Chris Wheaton	1090 Lincoln Ave, Suite 5-D	San Jose	**CA**	95125	408-610-9996
Geneva Gray & Renee McCloud	3211 Broad St., Suite 105	San Luis Obispo	**CA**	93401	805-546-2080
Jaime Dill	135 Vallecitos de Oro, Suite D	San Marcos	**CA**	92069	760-736-9934
Eleanor Morgan & Melissa Jongsma	870 W. 9th St., Suite 201	San Pedro	**CA**	90731	424-287-2092
LeRoy & Kathy Nelson	401 Wilshire Blvd, 12th Floor Penthouse	Santa Monica	**CA**	90401	310-857-9377
Jeanette, Tony & Andrew Pagliaro	5274 Scotts Valley Dr., Suite 102	Scotts Valley	**CA**	95066	831-430-0616
James & Lynn Bemis	1176 Roadrunner Way, Unit B	Simi Valley	**CA**	93065	805-261-2500
James, Lynn & Meghan Bemis	1176 Roadrunner Way, Unit B	Simi Valley	**CA**	93065	805-261-2500
Tani & Chris Wheaton	922 West Fremont Ave	Sunnyvale	**CA**	94087	408-735-0977
Sheryl Ross	10999 Riverside Dr., Suite 305	Toluca Lake	**CA**	91602	323-882-6050
Marian & Duane Karons	3655 Torrance Blvd., 3rd Floor	Torrance	**CA**	90503	424-772-6604
Michelle & Garrett Yamasaki	17291 Irvine Blvd., Suite 203	Tustin	**CA**	92780	714-623-7739
Alina Toral	172 D Street	Upland	**CA**	91786	909-982-4646
Geneva Gray & Renee McCloud	25115 Avenue Stanford, Suite A101	Valencia	**CA**	91355	661-263-2273
Sara Bridgewater & Roni Bisson	15437 Anacapa Rd., Suite A	Victorville	**CA**	92392	760-596-1144
Andrew Dilwicius	16155 Whittier Blvd	Whittier	**CA**	90603	562-947-5390
Sheryl Ross	21243 Ventura Blvd., Suite 122	Woodland Hills	**CA**	91364	818-506-5424

COLORADO

Terry & Joanne Ruch	14231 E. 4th Ave., Suite 1-210	Aurora	**CO**	80011	720-277-3574
Benjie Polnick	203 Telluride St., Suite 700	Brighton	**CO**	80601	720-685-6272
Stephen Signor	350 Interlocken Blvd, Suite 110	Broomfield	**CO**	80021	303-650-2881
Steve & Judy Swim	3720 Sinton Rd., Suite 202	Colorado Springs	**CO**	80907	719-282-0180
Judson Haims	217 Broadway St.	Eagle	**CO**	81631	970-328-5526
Chris Smith & Jeanne Hicks	2809 Bunting Ave., Unit B	Grand Junction	**CO**	81501	970-254-8888
Peter Guerrero	26 W. Dry Creek Circle, Suite 820	Littleton	**CO**	80120	720-981-0804
Stephen Signor	2040 Terry St., Suite 106	Longmont	**CO**	80501	303-828-2664
Chris Smith, James Daley and Christina Daley	5441 Boeing Dr., Suite 200	Loveland	**CO**	80538	970-624-0359
Christopher Smith	301 N. Pagosa Blvd., Suite B10	Pagosa Springs	**CO**	81147	970-264-5991
Brian & Jennifer Arant	2628 N. Elizabeth St.	Pueblo	**CO**	81003	719-543-4220
Stephen Signor	4251 Kipling St., Suite 535 A	Wheat Ridge	**CO**	80033	303-232-9999

CONNECTICUT

George Germano & Lauriann Olivieri	20 Tower Lane, Suite 110	Avon	**CT**	06001	860-372-4429
Thomas Dolan	499 Federal Road	Brookfield	**CT**	06804	203-740-0230
Thomas Dolan	2452 Black Rock Tpk., Suite 1B	Fairfield	**CT**	06825	203-254-0402
George Germano, Harvey Glazer, Joseph Mascaro & Lauri Oliveri	1 Fort Hill Road, Unit 9	Groton	**CT**	06340	860-446-2273
Judy, John & Todd McGrath	6 Way Rd	Middlefield	**CT**	06455	860-349-7016
Harvey Glazer & George Germano	66 Cedar St., Suite #301	Newington	**CT**	06111	860-372-4471
Jim & Carol Keane	1266 East Main St., Suite 700R	Stamford	**CT**	06902	203-658-8800
Michelle McCartney	52 Hartford Turnpike	Tolland	**CT**	06084	860-872-6084
Harvey Glazer & George Germano	264 Amity Rd., Suite 208	Woodbridge	**CT**	06525	203-298-9700

DELAWARE

Tom Smith & Jeanne Cahill	1050 Industrial Dr., Suite 120	Middletown	**DE**	19709	302-751-3324
Karen Noel	28350 Lewes-Georgetown Highway	Milton	**DE**	19968	302-329-9475
Jim Smith	3101 Limestone Rd.	Wilmington	**DE**	19808	302-691-8700

DISTRICT OF COLUMBIA

Joan Ekobena, Paul Tembunde and Yazmeen Tembunde	7826 Eastern Ave. NW, Suite 409	Washington	**DC**	20012	202-701-1437

FLORIDA

Alan Carr	4814 – 26th St. W., Suite A	Bradenton	**FL**	34207	941-758-4500
Shelly Laffey	436 – 4th St., Suite 5	Clermont	**FL**	34711	352-241-6400
Racquel Lizzul	1750 N. University Dr., Suite 216	Coral Springs	**FL**	33071	954-688-9342
Lori Dahan	1761 W. Hillsboro Blvd., Suite 401	Deerfield Beach	**FL**	33442	954-656-6615
Lori Dahan	5300 W. Atlantic Ave., Suite 102	Delray Beach	**FL**	33484	561-865-9040

Brian Mack	4300 Legendary Dr., Suite 202	Destin	**FL**	32541	850-424-3363
Mark Aspenson & Joellen Walker	4210 Metro Pkwy., Suite 100	Ft. Myers	**FL**	33916	239-561-7600
Ken Durden & Dana Schmanke	1012 Atlantic Ave.	Fernandina Beach	**FL**	32034	904-302-7560
William & Rosa Lynn Combs	2830 N.W. 41st Street, Suite K	Gainesville	**FL**	32606	352-372-2000
Kenneth Durden	4250 Lakeside Dr.	Jacksonville	**FL**	32210	904-302-7560
William Langley & Gary Jurenovich	3733 University Blvd, Suite 212	Jacksonville	**FL**	32217	904-394-3203
Gary & Jennefer Cochran	3501 West Vine St., Suite 351	Kissimmee	**FL**	34741	407-957-9333
Ronald & Margaret Pickett and Glenn & Jean Ellis	13940 SE Hwy 441, Suite 204	Lady Lake	**FL**	32159	352-643-0702
Melissa Mitchell	2351 W. Eau Gallie Blvd., Suite 3	Melbourne	**FL**	32935	321-953-8730
Anthony Acevedo & Mirian Montano	8501 S.W. 124th Ave., Suite 310A	Miami	**FL**	33183	305-728-3153
Deanna Belloso & Karen Scott	11900 Biscayne Blvd., Suite 104	Miami	**FL**	33181	305-505-2294
Mark Aspenson & Joellen Walker	999 Vanderbilt Beach Rd., Suite 200	Naples	**FL**	34108	239-561-7600
John & Ann Spang	8405 S.W. 80th St Suite 14	Ocala	**FL**	34481	352-620-8484
Gary & Jennefer Cochran	1707 S. Orlando Central Pkwy, Suite 450	Orlando	**FL**	32809	407-888-5999
Theodore Chris Jongko	4503 Woodbine Rd.	Pace	**FL**	32571	850-889-4642
Irving Seldin & Colleen Haggerty	8645 North Military Trail, Suite 407	Palm Beach Gardens	**FL**	33410	561-328-7611
Medwin Nazif & Stephanie Kirejevas	185 Cypress Point Pkwy.,Suite 5	Palm Coast	**FL**	32164	386-446-7848
Beverly Napoli	922 Florida Avenue	Palm Harbor	**FL**	34683	727-787-3033
Ryan Searight & Kenneth Byler	10570 S. Federal Hwy 1, Suite 314	Port St. Lucie	**FL**	34952	772-408-9337
Gary & Kim Burmylo	25166 Marion Ave., Suite 114	Punta Gorda	**FL**	33950	941-347-8288
Shelly Laffey & Jennifer Young	613 East 1st St.	Sanford	**FL**	32771	407-302-4138
Josephine Carr	965 University Pkwy., Suite 101	Sarasota	**FL**	34234	941-952-5800
John & Ann Spang & Kandice Alder	5331 Commercial Way	Spring Hill	**FL**	34606	352-805-9160
Wenifer Bonollo	11300 - 4th St. North, Suite 124	St. Petersburg	**FL**	33716	727-797-8600
Deborah Waldecker	3830 Sun City Center Blvd., Suite 102	Sun City Center	**FL**	33573	813-752-0008
Blake Hayward	2344 Centerville Rd, Suite 105	Tallahassee	**FL**	32308	850-320-6062
Richard Glass	22 North Safford Ave.	Tarpon Springs	**FL**	34689	813-909-2550
Christal Becton	9812 N. 56th	Temple Terrace	**FL**	33617	813-929-7067
Josephine Carr	871 Venetia Bay Blvd., Suite 201	Venice	**FL**	34285	941-496-9600
Ronald & Margaret Pickett and Glenn & Jean Ellis	2221 Lee Road, Suite 26	Winter Park	**FL**	32789	407-236-9997

GEORGIA

Elizabeth Altimari	3950 Cobb Parkway, Suite 704	Acworth	**GA**	30101	770-334-2249
Gary Stiefel	11775 Northfall Lane Suite 207	Alpharetta	**GA**	30009	678-277-9930
Marcie Campbell	309 E. Paces Ferry Rd NE, Suite 400	Atlanta	**GA**	30305	404-358-5877
Patricia Goodgame	1100 Peachtree St., Suite 200	Atlanta	**GA**	30309	404-872-3733
Jeffery Ginn & Benjie Polnick	3700 Atlanta Hwy, Unit 40	Athens	**GA**	30606	678-710-8238
Scott/Renee/David McIver and Beth Bandi	119 Davis Rd, Suite 6B	Augusta	**GA**	30907	706-955-4220
Catherine Ascher	8 St. Andrews Ct.	Brunswick	**GA**	31520	912-342-8901
Susie & Kevin Murray	24 W. Jarrard Rd.	Cleveland	**GA**	30528	706-219-1415
Benjie Polnick & Matt Johnson	1501 – 13th St., Suite G	Columbus	**GA**	31901	706-914-3960
Teresa Janiga	110 Evans Mill Dr., Suite 801	Dallas	**GA**	30157	770-222-7388
Susan & Jim Sanfilippo	135 Prominenece Court, Suite 120	Dawsonville	**GA**	30534	770-886-7900
Teresa Janiga	3400 Chapel Hill Rd., Suite 100 #12	Douglasville	**GA**	30135	678-383-1962
Camille Blott	89 Hospital Circle, Suite 3	Ellijay	**GA**	30540	706-635-9820

James & Rene McIver	110 Habersham Dr., Suite 132	Fayetteville	**GA**	30214	678-817-4200
Gerald & Gwen Milner	229 E. College St., Suite D	Griffin	**GA**	30224	678-692-8042
Thomas & Michele Price	165 Towne Center Parkway	Hoschton	**GA**	30548	678-682-7444
Liliane Monthe Nchako	7495 Covington Highway	Lithonia	**GA**	30058	770-837-9343
Teresa Janiga	2470 Windy Hill Rd, Suite 300	Marietta	**GA**	30067	770-709-6884
Teresa Janiga	599 West Crossville Rd.	Roswell	**GA**	30075	770-573-7817
Kevin Hertzwig	6205 Abercorn St., Suite 101	Savannah	**GA**	31405	912-335-1020
Carolyn Easter & Susan Cooper* **	4500 Hugh Howell Rd., Suite 530	Tucker***	**GA**	30084	678-825-8072
William G., David & William Milby	335 Margie Dr.	Warner Robins	**GA**	31088	478-971-1606

***** *denotes 3 franchise agreements being operated out of 1 office location***

IDAHO

Lisa, Chad & Drew Lakin	1250 Ironwood Dr., Suite 112	Coeur d'Alene	**ID**	83814	208-415-1000
W. Scott Holmes	1970 E. 17th St., Suite 201	Idaho Falls	**ID**	83404	208-529-2734
Matthew Croft & Benjie Polnick	36 East Pine Ave.	Meridian	**ID**	83642	208-888-3611

ILLINOIS

Michelle Hollander	415 W. Golf Rd., Suite 32	Arlington Heights	**IL**	60005	847-963-8944
Hugh & Sherry McGowan and Robert Shallenberg	18-5 E Dundee Rd, Suite 300	Barrington	**IL**	60010	224-512-4180
Donna & Dennis Simerly	8 S. Main St., Suite 202	Canton	**IL**	61520	309-998-1000
Fred Caffey	2451 N. Lincoln Ave., Suite 207	Chicago	**IL**	60614	773-394-4186
Robert Shallenberg, Hugh & Sherry McGowan	228 Florence St.	Crystal Lake	**IL**	60014	815-479-0312
Mary McIllece	3266 Resource Pkwy	DeKalb	**IL**	60115	815-895-0200
Rose Ruholl	120 E. Section Ave.	Effingham	**IL**	62401	217-690-4564
Karen Butzen	2117 N. 75th Court	Elmwood Park	**IL**	60707	708-395-7992
Bob Tomek	2 Ginger Creek Pkwy, Unit B	Glen Carbon	**IL**	62034	618-307-9610
Scott Browdy	14048 Petronella Dr., Suite 201	Libertyville	**IL**	60048	847-996-0888
Tracey O'Neil & Benjie Polnick	1415 Bond St., Suite 123	Naperville	**IL**	60563	630-790-1112
Katarzyna Olejnik & Jack Drexler	6775 N Milwaukee	Niles	**IL**	60714	773-481-9515
Jim Lederer & Kathleen Ryl-Kuchar	1955 Raymond Dr., Suite 108	Northbrook	**IL**	60062	847-999-3313
Linda Lehr	704 N. Front St.	Okawville	**IL**	62271	618-479-1833
James Lederer**	11532 W. 183rd Place, Suite NW	Orland Park**	**IL**	60467	708-226-1028
Patricia VerLee	24014 Renwick Rd., Suite 100	Plainfield	**IL**	60544	815-254-0152
Daylen & Christina Davis	3600 E. State St., Suite 303	Rockford	**IL**	61108	815-977-3452
John Barrett	65 Woodbury Street	South Elgin	**IL**	60177	847-429-0100
Benjie Polnick	2731 S. MacArthur, Suite 201	Springfield	**IL**	62704	217-568-6308
Tina Moore	347 Covington Dr, Suite A	Waterloo	**IL**	62298	618-257-2200

***** *denotes 2 franchise agreements being operated out of 1 office location***

INDIANA

Adonica & Jason Ellis	110 E. Hartman Rd.	Anderson	**IN**	46012	765-778-3434
Kelly Collier	1905 N Monroe Street	Bloomington	**IN**	47404	812-929-0428
Debbie Turner & Brent Wilson	23 E. Main St., Suite 200	Carmel	**IN**	46032	317-569-0262
Brent Wilson, Casey Fretty & James McKim	123 NW 4th St, Suite 312	Evansville	**IN**	47708	812-618-0032
Jim Burns & Dave Clendenen	5811 Covington Rd.	Fort Wayne	**IN**	46804	260-482-2273
Paulette Fry	7 S. Main Street	Frankfort	**IN**	46041	765-670-6260
Patrick Kelley	3197 US Highway 231 S.	Greencastle	**IN**	46135	765-848-1411
Don Deutsch	48 N. Emerson Ave Suite 300	Greenwood	**IN**	46143	317-215-0600

Joe von Wiegandt	3815 River Crossing Pkwy, Suite 100	Indianapolis	**IN**	46240	317-284-6867
Jim Burns	3840 Edison Lakes Pkwy.	Mishawaka	**IN**	46545	800-239-0714
Kelly Linhart	705 E. Market St.	Nappanee	**IN**	46550	574-970-7992
Tom & Elizabeth Hilbrich	153 E. Main St., Suite A	New Albany	**IN**	47150	812-670-5959
Sandra Aloia & Debra Moleski	2340 Cline Ave.	Schererville	**IN**	46375	219-322-6100

IOWA

Bob Tomek & Kari Romero	426 – 5th St.	Ames	**IA**	50010	863-838-5637
Betsey Morthland & Benjie Polnick	1895 Middle Rd, Suite 201	Bettendorf	**IA**	52722	563-265-5528
Benjie Polnick	1221 Park Place NE, Suite G2	Cedar Rapids	**IA**	52404	319-320-2069
Kristen Hammerstrom	3133 Floyd Blvd, Suite B	Sioux City	**IA**	51104	712-212-9246
Cyrus Glennon	7012 Madison Ave, Suite C	Urbandale	**IA**	50322	515-276-0196

KANSAS

Matthew Latham & Brent Wilson	8680 W. 96th Street, Suite 200	Overland Park	**KS**	66212	913-912-1260
Matthew Latham & Brent Wilson	1100 SW Wanamaker Rd, Suite 8	Topeka	**KS**	66604	785-284-5500
Heather Brown, Casey Fretty and Matt Latham	5920 E. Central Ave., Suite 101	Wichita	**KS**	67208	316-928-2196

KENTUCKY

Kevin & Cindy Sesher	1099 Burlington Pike	Florence	**KY**	41042	859-647-6770
Bekki & Philip Franklin	3306 Clays Mill Road, Suite104	Lexington	**KY**	40503	859-223-0398
Erica Kessinger, Dawn Mitchell, And Bob Tomek	214 Breckenridge Lane, Suite 206	Louisville	**KY**	40204	875-333-4444
Angela Terry	310 East Main St.	Richmond	**KY**	40475	859-353-8965
Michele & Ed Sweeney	7101 Shelbyville Rd.	Simpsonville	**KY**	40067	502-677-1467
Dawn Mitchell & Bob Tomek	100 High St, Suite C	Versailles	**KY**	40383	859-251-4400

LOUISIANA

Jaime Maxwell	2124 Monroe St.	Mandeville	**LA**	70448	985-629-4446
Jaime Maxwell	1929 Hickory Ave.	New Orleans	**LA**	70123	504-737-0522

MASSACHUSETTS

Karen & Tony Rivero	498 Great Rd.	Acton	**MA**	01720	978-263-1212
Louise Murphy & Deirdre Hewett	1 Washington Mall	Boston	**MA**	02108	617-995-3737
Lawrence Michel	111 Chelmsford St.	Chelmsford	**MA**	01824	978-244-0200
Buteau & Flora Francois	100 Everett Ave, Suite 4	Chelsea	**MA**	02150	617-409-9039
Jody Agnew	85 Constitution Lane Unit 2-D	Danvers	**MA**	01915	978-774-7400
Ellen & John Aldrich	915 Route 28	Harwich	**MA**	02645	508-432-9600
Sheila Gauvin	853 N. Main St., Suite 201	Leominster	**MA**	01453	978-227-5263
Jeannette Belvu & Josh Noel	475 School St., Suite 15	Marshfield	**MA**	02050	781-834-6355
Karen Hurwitz	100 George P. Hassett Dr.	Medford	**MA**	02155	781-395-0023
Richard Schaltegger	588 Kelley Blvd.. Suite 4	N. Attleboro	**MA**	02760	866-526-4354
Glenn Machado	838 Rockdale Ave., Suite 1	New Bedford	**MA**	02740	774-425-3083
Sanjay Rustogi	182 State Street	Newburyport	**MA**	01950	978-462-6162
Lawrence Michel & Karen Woodrow	29 Crafts St., Suite 320	Newton	**MA**	02458	617-795-2727
Richard Messer	197 South Street, Bldg. A	Pittsfield	**MA**	01201	413-344-9281
Jeanette Belvu	473 South St, Village South Plaza	Raynham	**MA**	02767	774-501-3861
Keith Jordan	50 Elm St., Suite F	Southbridge	**MA**	01550	508-764-6700

Joseph & Karen Chamberlain	142 North Rd., Suite S	Sudbury	**MA**	01776	978-287-2002
Michele Anstett	33 Westfield St., Suite 1	West Springfield	**MA**	01089	413-568-7790
Gregory Lindstrom	255 Park Ave., Suite 705	Worcester	**MA**	01609	508-757-4014

MARYLAND

J.P. Glynn	3105-C Emmorton Rd.	Abingdon	**MD**	21009	443-484-2181
Gina Negri	7206 Belair Rd.	Baltimore	**MD**	21206	410-882-8201
Marty Burns	4803 St. Elmo Ave., 2nd Floor	Bethesda	**MD**	20814	301-490-9050
Joan Ekobena and Paul & Wesley Tembunde	3168 Braverton St., Suite 400	Edgewater	**MD**	21037	410-956-7771
Marty Burns	6505 Ridenour Way East, Suite 1B	Eldersburg	**MD**	21784	410-549-8002
Marty Burns	1003 W. 7th St., Suite 310	Frederick	**MD**	21701	301-418-6172
Joan Ekobena & Paul Tembunde	971A Russell Ave.	Gaithersburg	**MD**	20879	301-355-6578
Nicole Gray	7100 Chesapeake Rd., Suite 102	Hyattsville	**MD**	20784	240-667-2904
Vikki Kalitsi	9701 Apollo Dr., Suite 297	Largo	**MD**	20774	301-583-8820
Marty Burns	8338 Veterans Highway, Suite 103A	Millersville	**MD**	21108	410-505-5141
David Pyser	316 Main St., Suite 1B	Reisterstown	**MD**	21136	410-218-9506
Buzz & Cindy Christensen	106-B Williamsport Circle	Salisbury	**MD**	21804	443-210-2007
Joan Ekobena & Paul Tembunde	804 Pershing Drive, Unit 110	Silver Spring	**MD**	20910	301-578-1616
Linda Sherman	100 West Road, Suite 300	Towson	**MD**	21204	443-841-5455
Barbara Baumeister	50 Post Office Rd., Suite 201	Waldorf	**MD**	20602	240-210-8400

MAINE

Alecia & Toby Pineo	444 Stillwater Ave.	Bangor	**ME**	04401	207-573-1861

MICHIGAN

Tim Welbaum	3300 N. Adrian Hwy.	Adrian	**MI**	49221	517-920-4254
Denise & Tim Quinnette	2755 Carpenter Rd., Suite 1SW	Ann Arbor	**MI**	48108	734-929-9201
Toni-Lynn Howell	121 West Grand River Ave.	Brighton	**MI**	48116	810-844-0210
Jim Sobeck	338 S. Cochran Ave.	Charlotte	**MI**	48813	517-861-2299
Veronica & Brian Kasler	6060 Dixie Highway Suite E	Clarkston	**MI**	48346	248-623-7999
Robert & Lanice Johnson	3200 Greenfield Rd, Suite 300	Dearborn	**MI**	48120	313-466-5514
Denise, Tim & Shelby Quinnette	36520 Grand River Ave., Suite 103	Farmington Hills	**MI**	48335	248-350-8700
Shelly Smith, Kari Smith & Howard Orban	1938 Burdette St., Suite 204	Ferndale	**MI**	48820	313-216-0676
Doug Hammond	527 N. Franklin St	Frankenmuth	**MI**	48734	989-652-6435
Patricia Borgdorff	1514 Wealthy St. SE, Suite 270	Grand Rapids	**MI**	49506	616-243-7080
Dana & Abe Azzoug	20311 Mack Ave., Suite 1	Gross Pointe	**MI**	48236	800-882-3402
Julie Haggart & Doreen Debolski	39319 Plymouth Rd., Suite 8	Livonia	**MI**	48150	734-661-2850
William Bruck	15649 S. Telegraph Rd.	Monroe	**MI**	48161	734-344-7331
Mark Mercieca	2175 Jolly Road, Suite 3	Okemos	**MI**	48864	517-709-2240
Lee Grabowski & Alexis Reynolds	215 N. Water St., Suite 140	Owosso	**MI**	48867	989-314-0457
Dennis Stults & Ellen Kluck	120 S. Main St.	Plainwell	**MI**	49080	269-459-6464
Dennis Stults & Ellen Kluck	5413 S. Westnedge Ave., Suites D&E	Portage	**MI**	49002	269-459-6464
Steve & Tara Novak	1530 Pine Grove Ave., Suite 7	Port Huron	**MI**	48060	810-966-2273
Steve & Tara Novak	3965 Auburn Rd.	Rochester Hills	**MI**	48309	248-649-8890
Steve & Tara Novak	42140 Van Dyke Ave., Suite 200	Sterling Heights	**MI**	48314	586-726-6999

MINNESOTA

Justin Baratz	4530 W. 77th St., Suite 265	Edina	**MN**	55435	952-891-8000
Carolyn & Thomas Thompson	70 County Rd C West, Suite 706	Little Canada	**MN**	55117	651-633-4487
Jennifer Flores & Leroy West	2721 Upper Afton Rd. East	Maplewood	**MN**	55119	651-653-0110
Sampath DeSilva	577 State Ave.	Owatonna	**MN**	55060	507-451-1124
Joseph & Kyong Sedelmeyer	302 Elton Hills Dr. N.W., Suite 200	Rochester	**MN**	55901	507-289-1147
Benjamin Rosenbush	525 Highway 10 South, Suite 1	St. Cloud	**MN**	56304	320-230-1140
Terri & Gary DeVeau	5000 W. 36th St., Suite 115	St. Louis Park	**MN**	55416	952-935-0789
Terri & Gary DeVeau**	901 Twelve Oaks Center Dr., Suite 919	Wayzata**	**MN**	55391	952-935-0789

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MISSISSIPPI

Benjie Polnick & Audrey Henry	4394 Mangum Dr.	Flowood	**MS**	39232	601-500-5027
Anthony Evans	509 S. Main St, Suite 20	Petal	**MS**	39465	601-336-4144
Jane Sams	344 N. Spring St.	Tupelo	**MS**	38804	662-432-1900

MISSOURI

Bob Tomek & Shawn Kratz	2718 Forum Blvd., Suite 3A	Columbia	**MO**	65203	573-445-6340
Joe & Amy Deters	12747 Olive Blvd, Suite 300	Creve Coeur	**MO**	63141	314-569-9890
Clint Thebeau	1276 West Liberty St.	Farmington	**MO**	63640	573-664-1722
Daniel & Felicia Clayborn	5600 NE Antioch Rd., Suite 101	Gladstone	**MO**	64119	816-768-0268
Nathan Stokes	1736 S. Main St.	Joplin	**MO**	64804	417-781-1000
Bob Tomek & Jason Teeman	7819 Wornall Rd, Suite 2	Kansas City	**MO**	64114	816-361-9800
Joe & Amy Deters	202 Triad West Dr.	O'Fallon	**MO**	63366	636-695-4422
Nathan Stokes	1259 E. Republic Rd.	Springfield	**MO**	65804	417-863-8006
Bob Tomek	11131 S Towne Square Dr., Suite F	St Louis	**MO**	63123	314-842-5589
Roy & Judith Snyder	3555 Veterans Memorial Pkwy.	St. Charles	**MO**	63303	636-244-3777
Benjie Polnick & Alice Hulvey	7961 Big Bend Blvd.	Webster Groves	**MO**	63119	314-962-5700

MONTANA

Benjie Polnick	1211 Grand Ave, Suite 5	Billings	**MT**	59102	406-794-3313
Judy David	1050 Helena Ave, Suite 3	Helena	**MT**	59601	406-630-1800

NEBRASKA

Julie Labadie	701 Galvin Rd. South, Suite 102	Bellevue	**NE**	68005	402-917-8225
Natalie Leon & Benjie Polnick	3120 O Street, Suite A	Lincoln	**NE**	68510	402-735-0999
Phil Labadie	2108 Taylor Ave., Suite 200	Norfolk	**NE**	68701	402-917-8225

NEVADA

Christina Holland	212 West Ann St.	Carson City	**NV**	89703	775-515-4440
Michael & Jackie Di Asio	1701 N Green Valley Pkwy., Suite 9A	Henderson	**NV**	89074	702-407-1100
Robert & Monica Pence	1325 Airmotive Way, Suite 175-T	Reno	**NV**	89502	775-852-4663

NEW HAMPSHIRE

Susan & Michael Carman	14 Hooksett Rd.	Auburn	**NH**	03032	603-483-8999
Garrick Hoadley	24 Opera House Square, Suite 209	Claremont	**NH**	03743	603-504-6080
Susan & Michael Carman	401 Gilford Ave, Unit 208	Gilford	**NH**	03249	603-366-1993

Louise Murphy	39 Simon St, Unit 4	Nashua	**NH**	03060	603-821-0277

NEW JERSEY

William & Patricia Young	366 Broadway	Bayonne	**NJ**	07002	201-306-9313
David Frost & Daniel McAloon	74 Brick Blvd., Suite 109A	Brick	**NJ**	08723	732-240-1050
Christina Pamaar, Marilou Villareal, Nancy & Ruplanaik Gourishankar	7 Cleveland St.	Caldwell	**NJ**	07006	973-226-9090
Matthew & Edward Mincarelli	1930 Marlton Pike East	Cherry Hill	**NJ**	08003	856-470-1215
Patricia Laychock & Kathleen Callahan	3153 Fire Road Suite B	Egg Harbor Twp.	**NJ**	08234	609-641-7200
Stacey Lopis & Michael Tucci	2125 Center Ave., Suite 110	Fort Lee	**NJ**	07024	201-242-0305
James & Barbara Harrison	450 Amwell Rd., Suite J-8	Hillsborough	**NJ**	08844	908-262-7374
Elaine Ntim & Patricia Young	50 Harrison St., Suite 211A	Hoboken	**NJ**	07030	201-533-1415
Nora De Cardenas & Rudolf Tervooren	140 Darrah Lane	Lawrenceville	**NJ**	08648	609-883-8188
Frank & Bola Mustafa	397 Bridgeton Pk.	Mantua	**NJ**	08051	856-241-9980
Deborah Bourgoin	110 Roosevelt Blvd., Suite 6	Marmora	**NJ**	08223	609-545-8258
Tim McAloon	5 Ravine Dr., Suite 2A	Matawan	**NJ**	07747	732-671-2899
John & Linda Sanacore	55 Madison Ave., Suite 400	Morristown	**NJ**	07960	908-572-7017
Elizabeth Nelson	17 S. Franklin Turnpike, Suite 3	Ramsey	**NJ**	07446	201-825-7900
Joseph Byrne	62 Maple Ave., Suite #1	Red Bank	**NJ**	07701	732-450-8004
Amie & Kenneth Bass	1801 E. 2nd St.	Scotch Plains	**NJ**	07076	908-872-8427
Lauren Csencsits	328C Sparta Avenue	Sparta	**NJ**	07871	973-726-3010
Sreekumar Alangad	485 Morris Ave., Suite 201	Springfield	**NJ**	07081	908-497-7016
Frank Mustafa	1010 Haddonfield-Berling Rd., Suite 404	Voorhees	**NJ**	08043	856-241-9980
Steven Feinman	2510 Belmar Blvd, Suite K8	Wall	**NJ**	07719	732-722-7747
Jasmeet Malik**	2190 Hamburg Turnpike	Wayne**	**NJ**	07470	973-839-3761
Nora De Cardenas & Rudolf Tervooren	200 Campbell Drive, Suite 105C	Willingboro	**NJ**	08046	609-883-8188

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NEW MEXICO

Kendall Corley & Brent Wilson	1931 Alvarado Dr. NE	Albuquerque	**NM**	87110	505-821-7500
Tyler Carter	711 W. Alameda St., Suite B	Roswell	**NM**	88203	575-622-6539
Kathleen Griego	411 St. Michaels Drive, Suite 3	Santa Fe	**NM**	87505	505-913-9035

NEW YORK

Robert Coan & Rob Bertram	125 Wolf Rd., Suite 503-1	Albany	**NY**	12205	518-389-2999
Ed Booth & Courtney Carr	168 Miller St., Suite B103	Horseheads	**NY**	14845	607-846-2370
Kate Moynihan & Barbara Stern	4 West Red Oak Lane, Suite 112	White Plains	**NY**	10604	914-696-4200

NORTH CAROLINA

Jerome Bouillon & Celia de Rudder	24 Sardis Rd, Suite H-I	Asheville	**NC**	28806	828-665-3944
Karen & Ehimemen Iboaya	104 Jones Ferry Rd. Ste. A	Carrboro	**NC**	27510	919-968-3724
Kevin & Lydia Daniel	1510-B Orchard Lake Dr.	Charlotte	**NC**	28270	704-841-1160
Jill Stewart & Paul Gach	125 Floyd Smith Dr. #180	Charlotte	**NC**	28262	704-549-4010
Tina & Scott Goins	19901 W. Catawba Ave. Suite 207	Cornelius	**NC**	28031	704-892-8886
Jennifer Dorman & Tynia Harris	1100 W. Ehringhaus St., Suite B	Elizabeth City	**NC**	27909	252-261-9911

Matt Gore & Benjie Polnick	2929 Breezewood Ave., Suite 201	Fayetteville	**NC**	28303	910-500-6955
Jeff & Shancy Darracott	1544 Union Rd., Suite B	Gastonia	**NC**	28054	704-825-3350
Lois, James & Brian Gane	532-L North Regional Rd.	Greensboro	**NC**	27409	336-665-5345
Peter Siessel	1290 E. Arlington Blvd, Suite 112	Greenville	**NC**	27858	252-227-9080
Jerome Bouillon & Celia deRudder	1822 Hickory Blvd S.W.	Lenoir	**NC**	28645	828-572-4300
Amy & Tim Martin	5700 Six Forks Rd.	Raleigh	**NC**	27609	919-787-4317
Jennifer Dorman & Brent Wilson	3205 Randall Pkwy, Suite 127	Wilmington	**NC**	28403	910-777-5926
Brian Gane	1540 Westbrook Plaza Dr., Suite 104	Winston-Salem	**NC**	27103	336-893-8156

NORTH DAKOTA

Kathy & Ray Dockter	7- 3rd St SE, Suite 101	Minot	**ND**	58701	701-852-2636

OHIO

Teresa Konkowski	505 Front St., Suite 5	Berea	**OH**	44017	440-239-7094
Sandra Dougherty	4905 Hills & Dales Rd NW	Canton	**OH**	44718	330-497-5995
Don Hinton	4 W. Franklin St.	Centerville	**OH**	45459	937-886-6880
David & Cathy Hobbs	8595 Beechmont Ave., Suite 207	Cincinnati	**OH**	45255	513-898-1440
Michael Schroth	9019 Colerain Ave.	Cincinnati	**OH**	45251	513-598-6770
Constance Hill-Johnson & Kevin Johnson	12200 Fairhill Rd. 2nd Floor, B-Wing	Cleveland	**OH**	44120	216-231-6400
Auriana & Jacob Ellzey	1660 Northwest Professional Plaza, Ste D	Columbus	**OH**	43220	614-538-1234
Mike Adams	143 N. Michigan Ave.	Edgerton	**OH**	43517	419-298-0034
Brant Russell	1268 E. Broad St., Suite 3	Elyria	**OH**	44035	440-988-3004
David & Cathy Hobbs	7089 Taylorsville Rd., Suite F	Huber Heights	**OH**	45424	937-855-7777
Rich Horning	135 N. Broadway St.	Medina	**OH**	44256	330-723-0300
Wayne & Mary Kay Brodnan	7139 Hopkins Road, Suite 3	Mentor	**OH**	44060	440-974-0869
Les DeFelice	1416 – 11th St.	Portsmouth	**OH**	45662	304-400-4946
Scott Ball	240 W. Riddle Ave.	Ravenna	**OH**	44266	330-297-2000
James Barrett & Carol Denbow	20545 Center Ridge Rd., Suite 134	Rocky River	**OH**	44116	440-331-5349
Mark Frenger & M. Susan Frenger	1285 E. Pidgeon Rd, Suite A	Salem	**OH**	44460	330-332-1203
Judith Wood	22 Northwest Ave.	Tallmadge	**OH**	44278	330-733-1532
Mai Dunham	36 E. Locust St.	Wilmington	**OH**	45177	937-240-1992
William Bruck	7110 W. Central Ave., Suite A	Toledo	**OH**	43617	419-517-7000
Thomas & Debra Dillon	7908 Cincinnati-Dayton Rd., Suite O	West Chester	**OH**	45069	513-942-5600
Paul Graves	100 Dorchester Square, Suite 101	Westerville	**OH**	43081	614-392-2820

OKLAHOMA

Page Cole	1401 S.E. Washington Blvd	Bartlesville	**OK**	74006	918-333-7400
Corey Watson & Benjie Polnick	2000 W. Danford Rd., Suite 132	Edmond	**OK**	73003	405-227-9899
Patricia Merryweather	9024 S.E. 29th, Suite C	Oklahoma City	**OK**	73150	405-259-9155
Page Cole & Tracy Slopey	11705 South Western Ave.	Oklahoma City	**OK**	73170	405-703-7676
Page Cole	1532 S. Peoria Ave.	Tulsa	**OK**	74120	918-609-5600
Mark & Lori Rubes	713 S. Mustang Road	Yukon	**OK**	73099	405-350-6700

OREGON

Mark Wang	250 Broadalbin Street S.W., Suite 250	Albany	**OR**	97321	541-928-2061
Nancy Turk	376 SW Bluff Dr.	Bend	**OR**	97702	541-617-3868
Michael Jamieson & Ed Emberlin	1600 Executive Parkway, Suite 310	Eugene	**OR**	97401	541-505-7444
Monica & Robb Courtney	202 N.E. Kelly Ave.	Gresham	**OR**	97030	503-661-0600
Michael Jamieson & Ed Emberlin	990 N. Phoenix Rd., Suite 105	Medford	**OR**	97504	541-773-5002

Jeffrey & Kelly Chambers	700 Deborah Rd. #120	Newberg	**OR**	97132	503-538-9505
Michael Jamieson & Ed Emberlin**	2365 S.W. Cedar Hills Blvd.	Portland**	**OR**	97225	503-297-7000
Todd Meany	5263 N.E. MLK Blvd, Suite B	Portland	**OR**	97211	503-367-5134
Michael Jamieson & Ed Emberlin	22400 S. Salamo Rd	West Linn	**OR**	97068	503-297-7000

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PENNSYLVANIA

Lynn Avellino	2792 Egypt Rd., Suite 2	Audubon	**PA**	19403	610-650-0930
Robert & Alicia Loper	2257 Bristol Pike	Bensalem	**PA**	19020	215-633-0377
Richard Ruda	325 S. Hanover St., Suite 2A	Carlisle	**PA**	17013	717-241-5900
Rosemary James	4801 Saucon Creek Rd, Suite 150	Center Valley	**PA**	18034	610-628-2655
Andy Nandy	1204 Baltimore Pike, Suite 301	Chadds Ford	**PA**	19317	484-770-8479
Jacqueline & Steve Mekanik	3617 Route 202	Doylestown	**PA**	18902	215-345-9600
Patricia & Michael Wingerter	709 Seven Bridge Rd., Suite 101	East Stroudsburg	**PA**	18301	570-994-1214
James Smith	557 Exton Commons	Exton	**PA**	19341	610-280-3540
Susan Kahlau	920 Wyoming Ave., Suite 102	Forty Fort	**PA**	18704	570-270-6700
Kathy Donovan & John Weiss	820 S. Main St.	Greensburg	**PA**	15601	724-216-0488
Nicole Saia	4607 Locust Lane	Harrisburg	**PA**	17109	717-652-8899
Ananda & Mona Nandy	1950 Lawrence Rd., 1st Floor	Havertown	**PA**	19083	610-924-9663
Ananda Nandy	1250 Greenwood Ave., Suite 1	Jenkintown	**PA**	19046	215-938-7201
Susan Heinle	1821 Oregon Pike, Suite 201	Lancaster	**PA**	17601	717-393-3450
Susan Kahlau	4650 West Branch Highway, Suite 110	Lewisburg	**PA**	17837	570-768-4747
Les DeFelice & Connie Nelson	4146 Library Rd, Suite 6	Pittsburgh	**PA**	15234	412-343-1515
Doris & Alycia Wertman	2129 E. High St.	Pottstown	**PA**	19464	610-906-1924
Susan Kahlau	2200 Stafford Ave., Suite 600	Scranton	**PA**	18505	570-270-6700
Patricia & Michael Thiel	722 Allegheny River Blvd., 1st Floor	Verona	**PA**	15147	412-828-4435
Les DeFelice & Connie Nelson	2000 Park Place Dr., Suite 104	Washington	**PA**	15301	724-745-6857
Brian Baillie	10764 Buchanan Trail East	Waynesboro	**PA**	17268	717-749-0458
Les DeFelice & Connie Nelson	11279 Perry Highway, Suite 303	Wexford	**PA**	15090	412-638-8660
Timothy Dimonte & Benjie Polnick	4 Wellington Blvd., Suite 102	Wyomissing	**PA**	19610	610-898-7880
Susan Heinle	1840 East Market St.	York	**PA**	17402	717-751-2488

RHODE ISLAND

John & Maria Gormly; Richard & Donna Clark; Harvey Glazer, George Germano & Lauriann Olivieri	224 Taunton Ave.	East Providence	**RI**	02914	401-270-4664
	1865 Post Rd., Suite 103	Warwick	**RI**	02886	401-384-7900

SOUTH CAROLINA

Richard DeSalle	29 Plantation Park	Bluffton	**SC**	29910	843-757-1002
Derik Schneider	1053b Sparkleberry Lane Ext.	Columbia	**SC**	29223	803-739-0905
Jeanette Maxey	609 E. Main St.	Duncan	**SC**	29334	864-881-0520
Daniel & Dawn Radulescu	238 Adley Way	Greenville	**SC**	29607	864-284-6370
Richard DeSalle	1041 Johnnie Dodds Blvd., Unit 4C	Mt Pleasant	**SC**	29464	843-884-2828
Melanie Nagy Kyles, Josh Briggs, Donald Swartz, Chad Wright and David Lukowski	2105-D Cromley Circle	Myrtle Beach	**SC**	29577	843-970-2888
Darryl Minges	1615 Ebenezer Rd.	Rock Hill	**SC**	29732	803-610-4200
Richelle Coffey	211-A Stallsville Loop Rd.	Summerville	**SC**	29485	843-285-5155
Derik Schneider & Derrick Edwards	618 Bultman Dr., Suite A	Sumter	**SC**	29150	803-418-5441

SOUTH DAKOTA

Travis Remme & Benjie Polnick	528 N. Sycamore Ave., Suite 100	Sioux Falls	**SD**	57110	605-540-4444

TENNESSEE

Mark Aspenson & Shelley Newton	750 Old Hickory Blvd., Bldg. 2, Ste.150	Brentwood	**TN**	37027	615-646-1594
James Frank	8115 E. Brainerd Rd., Suite 20	Chattanooga	**TN**	37421	423-424-0944
Charlotte Suggs-Nabors	1151 S. Willow Ave., Suite B	Cookeville	**TN**	38501	931-372-7777
James Howard & Nancy Boyd	321 Old Gray Station Rd., Suite 3	Gray	**TN**	37615	423-207-0241
Daniel Pope	106 Debusk Lane	Knoxville	**TN**	37922	865-531-4833
David Crawford**	5349 Estate Office Dr, Suite 2	Memphis**	**TN**	38119	901-385-7787
Amira Beaird	604 Gallatin Ave., Suite 110	Nashville	**TN**	37206	615-610-2618
Jason Melton	1404 N. Main St.	Shelbyville	**TN**	37160	931-488-6863

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TEXAS

Benjie Polnick, & Brent Wilson	4090 S. Danville Dr., Suite B	Abilene	**TX**	79605	325-437-9500
Craig Crenshaw & Dayton Henry McWhorter	6009 Belpree Rd.	Amarillo	**TX**	79106	806-344-8264
Larry McVade	4005 Technology Dr, Suite 1008-S	Angleton	**TX**	77515	979-472-6435
Julie Amendola	1601 E. Lamar Blvd., Suite 109	Arlington	**TX**	76011	817-795-6316
Margaret Horn & Mark Aspenson	9811 Anderson Mill Rd., Ste. 175	Austin	**TX**	78750	512-250-2103
Maria Guerrero	1510 W. 34th St. S., Suite 200-5	Austin	**TX**	78703	512-452-8282
Jeff & Dustin Wolfe, Brent Wilson	350 Pine St, Suite 315	Beaumont	**TX**	77701	409-291-4029
Jon Miller	124 E. Bandera Rd., Suite 406	Boerne	**TX**	78006	830-331-8496
Benjie Polnick	114 Center Ave., Suite 304	Brownwood	**TX**	76801	325-396-0753
Alison Neubert & Kase Spears	610 Uptown Blvd., Suite 4600	Cedar Hill	**TX**	75104	469-356-2680
Brent Wilson & Benjie Polnick	707 Texas Ave, Suite 111A	College Station	**TX**	77840	979-209-0027
Charlie Kerr	5262 South Staples St. Suite 220	Corpus Christi	**TX**	78411	361-854-2800
Brent Wilson & Casey Fretty	1465 W. 2nd Ave.	Corsicana	**TX**	75110	903-702-5000
Michael Ashy**	8350 N. Central Expy., Suite M1018	Dallas**	**TX**	75206	214-368-2225
Craig Crenshaw	4401 I-35., Suite 301	Denton	**TX**	76207	940-387-0395
Frank Poessel & Kim Haak	704 Church Street	East Bernard	**TX**	77435	979-335-4025
Benjie Polnick	4171 N. Mesa St, Suite A101	El Paso	**TX**	79902	915-799-0141
Dale Brock	930 W. 1st St., Suite 203	Ft. Worth	**TX**	76102	817-877-1616
Rodney Rothwell	3631 Broadway Blvd.	Garland	**TX**	75043	214-703-8123
Ryan Searight & Brent Wilson	707 Main St., Suite 201	Georgetown	**TX**	78626	512-843-9572
Koby & Kase Spears	806 Paluxy Rd.	Granbury	**TX**	76048	817-279-7373
Jimmie Lee Riverkamp	9028 State Hwy 304	Harwood	**TX**	78632	830-672-6900
Lolo Briggs	2825 Wilcrest Dr., Suite 315	Houston	**TX**	77042	713-952-4884
Peter Lombardi	7050 Lakeview Haven Drive, Suite 116	Houston	**TX**	77095	832-509-4024
Florence & David Songs	14614 Falling Creek Dr, Suite 208	Houston	**TX**	77068	832-705-8911
Dustin & Jeffrey Wolfe, And Brent Wilson	510 - 2nd Street	Humble	**TX**	77338	281-812-1530
Sarajane Eisen & Greg Moon	1550 Norwood Dr, Suite 101	Hurst	**TX**	76054	817-952-3223
Scott & Dale Ludwig	930 N. Belt Line Rd., Suite 116	Irving	**TX**	75061	972-313-2680
Britt Hollingsworth	405 State Hwy 121 Bypass, Suite A250	Lewisville	**TX**	75067	469-948-4850
Lee & Norma Inabinet	12602 Toepperwein Rd, Suite 210	Live Oak	**TX**	78233	210-951-0702
Casey Fretty & Brent Wilson	1705 Judson Rd, Suite 101-B	Longview	**TX**	75601	903-215-8183
Chris Faubus	5428 – 114th St., Suite B	Lubbock	**TX**	79424	806-687-2780
Amanda & Alex Elguezabal & Jeannine Fox	32815 Tamina Rd.	Magnolia	**TX**	77354	281-356-2827

Brent Wilson, Benjie Polnick & Ryan Searight	706 – 4th Street	Marble Falls	**TX**	78654	830-637-7118
Koby Spears	4500 W. Eldorado Parkway, Suite 1500	McKinney	**TX**	75070	214-491-1999
Brent Wilson	10 Desta Dr., Suite 105E	Midland	**TX**	79705	432-897-4094
Brent Wilson & Jon Miller	451 S. Castell Ave.	New Braunfels	**TX**	78130	830-331-8496
Brent Wilson & Casey Fretty	100 NE Loop 286	Paris	**TX**	75460	903-784-5500
Britt Hollingsworth	2301 Ohio Dr., Suite 135	Plano	**TX**	75093	972-665-9946
Benjie Polnick & **Beau Gillispie-Polley**	331 Melrose Dr., Suite 240	Richardson	**TX**	75080	469-998-4544
Lisa & Will Mangum	6900 Blanco Rd., Suite 140	San Antonio	**TX**	78213	210-826-9200
Deanna Mashak	6391 De Zavala Rd., Suite 104	San Antonio	**TX**	78249	210-762-6460
Dale Brock	630 E. Southlake Blvd. Suite 135	Southlake	**TX**	76092	817-684-1996
Suzy Tomlinson	218 Noble, Unit 2	Spring	**TX**	77373	713-864-7388
Craig Crenshaw & Tiana Clark	920 FM 1092 (Murphy Rd), Suite 215	Stafford	**TX**	77477	281-969-8576
Shehnaz Vadgama	19901 S.W. Freeway, Suite 104	Sugarland	**TX**	77479	281-207-1259
Brent & Jennifer Wilson	2213 Birdcreek Terrace	Temple	**TX**	76502	254-899-9400
Jennifer Basciano	10000 Emmett F Lowry Expy #4000-200D	Texas City	**TX**	77591	409-489-4501
Casey Fretty & Brent Wilson	419 W. Houston St.	Tyler	**TX**	75702	903-581-5122
Brent & Jennifer Wilson	1514 Austin Ave	Waco	**TX**	76701	254-772-8660
Glen & Casey Lindblade	16940 Highway 3	Webster	**TX**	77598	832-632-2273
Derik Schneider & Brent Wilson	1812 Rose St.	Wichita Falls	**TX**	76310	940-257-6265

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UTAH

Jared Laudie	1649 Antelope Dr., Suite 370	Layton	**UT**	84041	801-820-5874
Bryan & Catherine Whatley	1675 N. Freedom Blvd, Bldg 2C	Provo	**UT**	84604	801-610-9750
Bruce Allison	4141 S. Highland Dr., Suite 200	Salt Lake City	**UT**	84124	801-542-8282
Patricia Alexandrov	1885 West 2100 South., Suite 150	Salt Lake City	**UT**	84119	435-882-0013
Jared & Jon Bowler	720 S. River Rd., Suite B100	St. George	**UT**	84790	435-674-3434
Bruce Allison	10808 S. River Front Pkwy., Suite 3019	South Jordan	**UT**	84095	801-878-7402

VERMONT

Robert Melcher	78 Severance Green, Suite 106	Colchester	**VT**	05446	802-862-8777

VIRGINIA

Tewodros Eyob	85 South Bragg St., Suite 200E	Alexandria	**VA**	22312	703-333-5086
Nakeliah Moten & Nina Smith	1226 Progressive Dr, Suite 102	Chesapeake	**VA**	23320	757-406-8315
Chris Dickey	1952 William St.	Fredericksburg	**VA**	22401	540-373-6906
April & Carlos Watts	370 Neff Ave., Suite R	Harrisonburg	**VA**	22801	540-217-2441
Jennifer Bowhey	68 S. Main St.	Kilmarnock	**VA**	22482	804-435-2229
Timothy & Sheilia Moore	15A Loudon St. S.W.	Leesburg	**VA**	20175	571-258-0111
Derek & Marilyn Norfield	2900 Old Forest Rd.	Lynchburg	**VA**	24501	434-439-4698
Khalid Umerani	9161 Liberia Ave., Suite203	Manassas	**VA**	20110	703-530-8811
Tammy Atkinson	14321 Winter Breeze Dr., Suite 83	Midlothian	**VA**	23113	804-423-6500
Rebecca Andresen	704 Thimble Shoals Blvd, Suite 600-B	Newport News	**VA**	23606	757-599-4145
Dean Longo	273 Granby St, Suite 200	Norfolk	**VA**	23510	757-525-2525
Marie Olsen	4914 Radford Ave., Suite 211	Richmond	**VA**	23230	804-353-0000
Elizabeth & Andrew Bilisoly	6591 Greensboro Rd.	Ridgeway	**VA**	24148	276-632-3000
Melvin Williams & Jenny Foster	3959 Electric Rd., Suite 204	Roanoke	**VA**	24018	540-904-7104
Daniel Pearson	8136 Old Keene Mill Rd., Suite A207	Springfield	**VA**	22152	703-569-2380
Maria Gina Pangle	8221 Old Courthouse Rd, Suite 208	Vienna	**VA**	22182	703-291-1262
Jennifer & Stephen Bowhey	1642 Pleasure House Rd., Suite 104	Virginia Beach	**VA**	23455	757-216-1934

Jennifer & Stephen Bowhey	3386 Holland Rd., Suite 102	Virginia Beach	**VA**	23452	757-970-3111
Tim & Sheilia Moore	158 Front Royal Pike, Suite 103	Winchester	**VA**	22602	540-409-4401

WASHINGTON

Debbie & Fred Bengen	4213 Rural Avenue	Bellingham	**WA**	98226	360-671-8388
Debbie & Fred Bengen	3311 Wetmore Ave.	Everett	**WA**	98201	425-348-9914
Daniel Drew	33410 SE Redmond-Fall City Rd	Fall City	**WA**	98024	425-441-8133
Christine Rose-VanWormer	10 N. Washington St., Suite 120	Kennewick	**WA**	99336	509-582-7800
Tina Valdez	12020 - 113th Ave. NE, Bldg C-180	Kirkland	**WA**	98034	425-828-4500
KeriAnn & Aaron Council	4325 Lacey Blvd S.E.	Lacey	**WA**	98503	360-705-1929
Marilyn & Robert Oswald	700 Prospect Rd., Suite 204	Port Orchard	**WA**	98366	360-602-0609
Rick & Dawn Abel	12511 Meridian Street East	Puyallup	**WA**	98373	253-841-8841
Tina Valdez	1420 5th Ave, Suite 2200	Seattle	**WA**	98101	206-439-2458
Johnathon & Jessie Coberley	708 N. Argonne Rd., Suite 8A	Spokane Valley	**WA**	99212	509-922-1141
Alice Smith & Kelly Smith-Chambers	1401 S. Union Ave., Suite A	Tacoma	**WA**	98405	253-537-3700
Sophia Moikobu	16400 Southcenter Pkwy, Suite 208	Tukwila	**WA**	98188	425-282-5505
Robert & Amy Loudenback	603 Officers Row	Vancouver	**WA**	98661	360-892-4442

WEST VIRGINIA

Les DeFelice	6007 US Route 60 East, Suite 109	Barboursville	**WV**	25504	304-400-4946
Robert Coburn III	212 Newton St.	Bridgeport	**WV**	26330	304-842-0199
Les DeFelice	507 – 1st Ave.	S. Charleston	**WV**	25303	304-400-4946
Les DeFelice	76 - 16th St., Suite 500	Wheeling	**WV**	26003	304-214-5550

WISCONSIN

Karen & Eddy Herbison	2411 N. Hillcrest Pkwy, Suite 2	Altoona	**WI**	54720	715-861-5546
Tom Thompson Sr, Tom Thompson Jr, Luke & Matt Thompson and Meagan Brown	140 Corporate Dr, Suite 2	Beaver Dam	**WI**	53916	920-821-1111
Tom Thompson Sr, Tom Thompson Jr, Luke & Matt Thompson and Meagan Brown	3311 Packerland Dr., Suite B	De Pere	**WI**	54115	920-366-5402
Angela Suter	1001 Madison Ave., Suite C	Fort Atkinson	**WI**	53538	920-568-1051
David & Tamra Melder	N112 W15568 Mequon Rd., Suite 5	Germantown	**WI**	53022	262-251-9911
Tracy Teske, Hugh & Sherry McGowan & Rob Shallenberg	2001 W. Beltline Hwy., Suite 103	Madison	**WI**	53713	608-819-0665
George Dilles & Nick Aghakhan	7635 W. Bluemound Rd., Suite 1B	Milwaukee	**WI**	53213	414-476-0025
Jeremy Chapman	120 Park Ave.	Pewaukee	**WI**	53072	262-695-4418
Tom Thompson Sr, Tom Thompson Jr, Luke & Matt Thompson and Meagan Brown	2108 Kohler Memorial Dr., Suite 10	Sheboygan	**WI**	53081	920-221-1000

Former Offices as of December 31, 2023

Terminated

GEORGIA

Covington – 1119 Church St SE, Suite B, 30014, 770-788-1739, Jermaine Walker [Terminated by LAS]

NORTH DAKOTA

Bismarck – 1102 S. Washington St., Suite 311, 58504, 701-250-1800, Arpitha Rao [Terminated by LAS]

OHIO

Grove City – 3797 Broadway, 43123, 614-561-0075, Daniel Nelson [Terminated by LAS]

TENNESSEE

Jackson – 1296 N. Highland Ave., Suite 14, 38301, 731-300-5141, Harold Okere [Terminated by LAS]

Transferred

ARKANSAS

Lowell – 213 W. Monroe Ave., Suite D, 72745, 479-419-9495, C. Dale Stuart Jr. [Sold by Franchisee]

FLORIDA

Tallahassee – 2344 Centerville Rd., 32308, 850-320-6062, Brian Delaney [Sold by Franchisee]

ILLINOIS

South Elgin – 65 Woodbury St., 60177, 847-429-0100, William & Arlene Petersen [Sold by Franchisee]

IOWA

Urbandale – 7012 Madison Ave., Suite C, 50322, 515-276-0196, Anne Davenport [Sold by Franchisee]

MINNESOTA

Owatonna – 577 State Ave., Suite 3, 55060, 507-451-1124, Craig Wahl & Shelley Hauschild [Sold Franchisee]
St. Cloud – 1705 W. St. Germain St., 56301, 320-230-1140, Andrew Trelstad [Sold by Franchisee]

NORTH CAROLINA

Southern Shores – 56 Skyline Dr., 27949, 252-261-9911 Jane Moseley [Sold by Franchisee]

NEW HAMPSHIRE

Auburn – 14 Hooksett Rd., 03032, 603-838-3126, Debra Desrosiers [Sold by Franchisee]
Gilford – 401 Gilford Ave., Suite 208, 03249, 603-366-1993, Debra & Ronald Desrosiers [Sold by Franchisee]

OHIO

Columbus – 1660 NW Professional Plaza, Suite G, 43220, 614-538-1234, Bill & Loni Quick [Sold by Franchisee]
Westerville – 100 Dorchester Square, Suite 101, 43081, 614-392-2820, Eileen & Gene Huber [Sold by Franchisee]

PENNSYLVANIA

Canonsburg – 332 West Pike St., 15317, 724-745-6857, John & Valerie Candee [Sold by Franchisee]
Havertown – 1950 Lawrence Rd., 19083, 610-924-9663, Lawrence Meigs [Sold by Franchisee]

TEXAS

Cedar Hill– 610 Uptown Blvd., Suite 4600, 75104, 469-356-2680, Jacob Neubert [Sold by Franchisee]

VIRGINIA
Roanoke – 3959 Electric Rd., Suite 204, 24018, 540-904-7104, Lauri Scogin [Sold by Franchisee]
Virginia Beach – 1642 Pleasure House Rd., Suite 104, 23455, 757-216-1934, Brian & Robert Weinstein [Sold by Franchisee]
Virginia Beach – 3386 Holland Rd., Suite 202, 23452, 757-970-3111, Brian Weinstein [Sold by Franchisee]

WASHINGTON
Lacey– 4325 Lacey Blvd. SE, 98503, 503-704-9029, Jeffrey & Kelly Chambers [Sold by Franchisee]

WISCONSIN
DePere – 3311 Packerland Dr., Suite A-18, 54115, 920-366-5402, Steve Schroeder [Sold by Franchisee]

Franchisees who have not communicated with the franchisor within ten (10) weeks of the Issuance Date
None.

Franchise Agreements signed but not opened as of December 31, 2023

New Sales

CALIFORNIA

Tracy–Saviour Achilike, FA 9/23/23, New Sale (waiting on state license)

Exhibit D

State Disclosures

Required State Disclosures For California:

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

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

The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

OUR WEBSITE, https://www.visitingangels.com/, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.gov.

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

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

c. 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.

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

e. The Franchise Agreement requires application of the laws of Pennsylvania. This provision may not be enforceable under California law.

f. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before a solicitation of a proposed material modification of an existing franchise.

g. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000. Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

h. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

i. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

j. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

k. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

l. Section 22 of the Franchise Agreement is deleted in its entirety, and does not apply to California franchisees.

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.

Required State Disclosures for Connecticut:

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Required State Addendum for Illinois:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 et. seq., the Franchise Disclosure Document, in connection with the offer and sale of franchises for use in the State of Illinois, shall be amended to include the following:

The following language is added to the table in Item 17 at the end of the Summary sections of provisions (v) and (w) entitled Choice of Forum and Choice of Law: "subject to state law, and except for any claims arising under the Illinois Franchise Disclosure Act of 1987." Illinois law will govern the Agreement and all litigation will be commenced in Illinois.

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 Illinois Franchise Investment Act of 1987 are met independently without reference to this Addendum to the Disclosure Document.

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with the *NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements*, adopted September 18, 2022 and effective January 1, 2023:

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

Required State Disclosures For Maryland:

A franchise may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims that arise under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Required State Disclosures for Minnesota:

Statute 80C.14 subdivisions 3, 4 and 5 which require, except in certain specific cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Minn. Stat. Sec. 80C.21, and Minn Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Addendum to the Franchise Agreement for the State of Minnesota

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

4. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

5. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on 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 with the franchise.

Franchisee:

_____

LIVING ASSISTANCE SERVICES, INC.

_____

Required Disclosures for New York:

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 A 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT 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:

   With the exception of what is stated above, the following applies 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 felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or 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 Rev. April 18, 2023 2 defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently

effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action 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 "Termination by 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 of forum," 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 the franchisee by Article 33 of the General Business Law of the 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.

Required Disclosures for North Dakota: (NDCC Section 51-19-09):

Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute; B) Situs of Arbitration Proceedings: Franchise Agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business; C) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota; D) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or

termination penalties; E) Applicable Laws: Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota; F) Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury; G) Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage; H) General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement; I) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies; J) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Required Disclosures for the State of Oklahoma:

The registration of this business opportunity does not constitute approval, recommendation or endorsement by the State of Oklahoma. The information contained in this disclosure document has not been verified by this state. If you have any questions or concerns about this investment, seek professional advice before you sign a contract or make any payment. You are to be provided ten (10) business days to review this document before signing any contract or agreement or making any payment to the seller or the seller's representative.

Required Disclosures For Rhode Island:

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

Required State Disclosures for Virginia:

VIRGINIA (Code 13.1-557-574-13.1-564), provides rights to the franchisee which may supersede the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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.

Required State Disclosure for the State of Washington:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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.

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

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

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

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____

20_____.

Exhibit E

State Regulatory Agencies and Administrators & Agents For Service of Process

LIST OF STATE REGULATORY AGENCIES AND ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

FEDERAL TRADE COMMISSION

Franchise Rule Coordinator
Federal Trade Commission Division of Marketing Practices
Pennsylvania Avenue at Sixth Street, N.W., Room 238
Washington, D.C. 20580
Telephone: (202) 326-2970

STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA:
Commissioner
Department of Financial Protection & Innovation
320 West 4th St., Ste. 750
Los Angeles, California 90013
Telephone: (213) 576-7500 or
Toll Free Telephone: (866) 275-2677

CONNECTICUT:
Eric Wilder, Director of Securities
Connecticut Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
Telephone: (860) 240-8233

HAWAII:
Ty Nohara
Commissioner of Securities
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Minnesota Department of Commerce
Market Assurance Division
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Investor Protection Bureau
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North Dakota Securities Department
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Secretary of State
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VIRGINIA (Regulatory Authority)
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150 Israel Road SW
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WISCONSIN:
Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701
Telephone: (608) 266-3364

Exhibit F

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, Connecticut, Delaware, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.

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

State:	**Effective Date:**
California	August 20, 2024
Florida	June 2, 2024
Hawaii	Different Form of FDD
Illinois	July 23, 2024
Indiana	April 27, 2024
Maryland	Different Form of FDD
Michigan	July 28, 2024
Minnesota	August 22, 2024
New York	September 10, 2024
North Dakota	May 21, 2024
Rhode Island	May 1, 2024
South Dakota	April 17, 2024
Utah	Effective
Virginia	May 7, 2024
Washington	Different Form of FDD
Wisconsin	April 17, 2024

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

Exhibit G

Receipts

Item 23: Receipt

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

If Living Assistance Service, Inc. offers you a franchise, we must provide this disclosure document to you 14 calendar days (14 business days for Illinois residents) before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meetings or 10 business days before the signing of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that we give you this disclosure document at least 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

[Illinois requires 14 business days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.]

If Living Assistance Services, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and where applicable, the Stage Agencies listed in Exhibit E hereto.

The franchise is Living Assistance Services, Inc., located at 937 Haverford Road, Suite 200, Bryn Mawr, PA 19010. The telephone number is (610) 924-0630.

Date of Issuance: April 10, 2024.

The franchise sellers for this offering are Lawrence Meigs, David Ritterling, Jerry Capaccio and Mary Lou Capuzzi. They are located at: Living Assistance Services, Inc., 937 Haverford Road, Suite 200, Bryn Mawr, PA 19010, (610) 924-0630.

I have received a Franchise Disclosure Document dated April 10, 2024.

This Disclosure Document included the following exhibits:

Exhibit A: Franchise Agreement
Exhibit B: Financial Statements
Exhibit C: List of Franchisees
Exhibit D: State Disclosures
Exhibit E: State Regulatory Agencies and Administrators & Agents For Service of Process
Exhibit F: State Effective Dates
Exhibit G: Receipts

Date	Signature of Prospective Franchisee
	Print Name

Item 23: Receipt

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Date	Signature of Prospective Franchisee
	Print Name