FRANCHISE DISCLOSURE DOCUMENT
Family Financial Centers, LLC
a Delaware Limited Liability Company
99 Lantern Drive, Suite 101
Doylestown, PA 18901
Telephone 215-230-5508
www.familyfinancialcenters.com www.FFCfranchising.com

The franchise relates to the establishment and operation of financial services centers offering check cashing, money orders, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third-party vendors ("Franchised Business") which are identified by trade name and service mark "FAMILY FINANCIALCENTERS®".

The total investment necessary to begin operating a Franchised Business ranges from $224,470 to $308,670. This includes a $40,500 initial franchise fee that you must pay to us, depending on the type of Franchise we allow you to operate.

The total investment necessary to begin operating a Store N Store model ranges from $153,570 to $227,5570. This includes a $40,500 initial franchise fee that you must pay to us, depending on the type of Franchise we allow you to operate.

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 Franchise Disclosure Document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Edie Erhardt, 99 Lantern Drive, Suite 101, Doylestown, PA 18901, tel. 215-230-5508, contactus@familyfinancialcenters.com.

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

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

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

Date of Issuance: April 29, 2024

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Family Financial Center 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 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 Family Financial Center franchisee?	Item 20 or Exhibit G 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 B.

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

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 and development agreement require you to resolve disputes with the franchisor by arbitration. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in Pennsylvania than in your own state.

2. **Spousal Liability**. Your Spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Mandatory Minimum Payment**. You must make minimum royalty, promotional fund, 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.

4. **General Financial Condition.** The franchisor's financial condition, as reflected in its financial statement (see Item21), calls into question the franchisor's financial ability to provide services and support to you.

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

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the term "we", "us", "the franchisor", or "FFC" means Family Financial Centers, LLC. The term "you" refers to the person or entity buying the franchise, the franchisee. If you are an entity (i.e. corporation, partnership, limited liability company or other business entity), the term "you" does not include your principal and/or guarantor(s) unless otherwise stated. As used in this disclosure document, the term "principal" means you and your spouse if you are an individual, and your owners if you are a corporation, partnership, limited liability company or other business entity.

The Franchisor, its Parent, Predecessors and Affiliates

We are a Delaware limited liability company formed on June 30, 2004. We do business only under the name "Family Financial Centers". Our principal business address is 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901. We identify our agents for service of process in Exhibit C.

We franchise the operation of a financial services business identified by the trade name and service mark FAMILY FINANCIAL CENTERS®. We have offered franchises of the type described in this disclosure document since July 2004 and have never offered franchises in any other line of business. We have never operated a business of the type described in this disclosure document and have never engaged in any other business activities.

We are managed by our managing member, Family Financial Centers, Inc. ("FFCI"), which is considered our parent. FFCI is a Pennsylvania corporation formed on August 19, 2004. It also maintains its principal business at 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901. FFCI has never operated a business of the type described in this disclosure document nor offered franchises in any business line.

We have no other affiliates or predecessors.

The Franchise

We have developed a proprietary business format and system ("**System**") for operating a financial services center identified by the trade name and service mark "FAMILY FINANCIAL CENTERS®" and other trademarks, service marks and other trade identifiers that we designate to identify businesses operating under our system ("**Marks**"). The System includes our proprietary and confidential information, suggestions for center design and layout and recommendations for security systems design.

We refer to the businesses operating under the System and Marks as "**Financial Center(s)**". Your Financial Center will offer a wide range of products and services related to the financial services industry, including check cashing, money orders, wire transfers, electronic bill payment, fax and copier services, tax preparation services, bookkeeping and other financial products offered through third-party vendors and operate under one of the four types of franchise models (see paragraph below).

Description of Franchise Offerings

Our Financial Centers either operate under the Standard Franchise or "Store 'N Store" Franchise models.

Our Standard Franchise and "Store 'N Store" Franchise requires a more considerable capital investment and exists as stand-alone businesses. The Standard Franchise is for a stand-alone Financial Center, typically located in a strip shopping center or shopping mall, with approximately 800 to 2,000 square feet of space. Many franchisees who choose to pursue the stand-alone option purchase the assets, assume the lease of an existing independent money services business, and convert it to a Financial Center. The "Store 'N Store" Franchise is a scaled-down version of the Financial Center, which operates inside another retail location. The Store 'N Store Franchise is preferable to owners with existing retail businesses who wish to increase customer traffic and provide money access to customers.

Market and Competition

The market for your services is the general public. Financial Centers are engaged in a competitive marketplace affected by state and federal governmental regulations, licensing requirements and fluctuating interest rates. Your Financial Center will compete with other independent and franchised check- cashers. The Financial Center also will be affected by the services and reputations of various banks and other money lending institutions in your area.

Industry-Specific Regulations

The financial services industry is subject to significant and substantial rules, regulations, and oversight by federal, state and local laws.

Our Financial Centers are regulated as "financial institutions" under the Gramm-Leach-Bliley Act ("**GLB Act**"), which places restrictions on disclosure of a consumer's personal financial information to nonaffiliated third parties. These provisions require financial institutions to provide notices to customers about information-collection and information- sharing practices. Consumers may decide to "opt-out" if they do not want their information shared with non-affiliated third-parties. The GLB Act provides specific exceptions under which a financial institution may share customer information with a third-party and the consumer may not opt-out.

Our Financial Centers also are regulated under The Financial Recordkeeping and Reporting of Currency and Foreign Transactions Act of 1970 (31 U.S.C. 5311 *et seq.*), commonly known as the Bank Secrecy Act ("**BSA**").

As amended by the USA Patriot Act, the BSA requires, among other things, that each money services business registers with the Department of Treasury and the establishment of anti-money laundering procedures. Requirements include establishing a written Customer Identification Program ("**CIP**"), including systems to verify customer identity and create and maintain records of individual transactions (*See* www.ffiec.gov/bsa_aml_infobase/ documents/FDIC_DOCs/ BSA_Manual.pdf). It requires money services business to file with the IRS a Currency Transaction Report ("**CTR**") for any currency transaction over $10,000 and a Suspicious Activity Report ("**SAR**") if you become aware of "suspicious activity" (e.g., a customer using a false ID or multiple IDs on different occasions or structuring transactions by breaking a large transaction into smaller transactions to evade CTR filing requirements) (*See* www.fincen.gov/statutes_regs/guidance/pdf/msbsar_quickref- guide.pdf). The Bank Secrecy Act also requires money services businesses to establish anti-money laundering programs that include "an independent audit function to test programs" ("Independent Review") (*See* www.fincen.gov/financial_institutions/mssb/pdf/Guidance_MSB_Independent_Audits9-21.pdf). States and banks also may impose Independent Review requirements.

Federal law prohibits U.S. persons from engaging in any trade or financial transactions or other dealings with certain individuals or companies that violate U.S. sanctions policies. The Office of Foreign Assets Control publishes an integrated list of persons designated under its various sanctions' programs known as the Specially Designated National List, under which listings are included (*See* http://www.treasury.gov/resource-center/sanctions/ SDN- List/Pages/default.aspx).

The financial services industry is also highly regulated at the state level. Most states' laws regulate financial services businesses and most require licensing of businesses that offer check-cashing, payday lending, money transmitting and other money services. Additionally, these laws may require money service providers to apply and become licensed, examined, bonded and establish an escrow account before offering these services. Money services providers are often required to abide by detailed consumer protection regulations and submit to periodic examinations and pay annual fees. Moreover, individual states' laws impose fee limitations for cashing certain types of checks, such as federal or state government-issued checks. Most states have consumer credit laws that apply to the financial services industry.

Your Financial Center will also likely be subject to federal regulations on telegraphs, telephones and radio telegraphs if the Financial Center receives, transmits or assists in transmitting information or funds over an electronic wire and telephone line. To the extent that your Financial Center offers notary services, it must adhere to state licensure and other requirements regulating the commissioning and service of notaries public.

If your Financial Center provides consumer loans, the Franchised Business must comply with the Federal Truth-in- Lending Act, the Federal Reserve Board's Regulation Z and the Federal Equal Credit Opportunity Act.

Federal and state criminal laws that apply to transactions or acts involving checks, money orders and wire transfers will apply to your operation of the Financial Center. Your franchised business will be subject to various federal, state and local laws and regulations affecting the Financial Center. You must comply with all local, state and federal laws that apply to businesses generally (including the Fair Labor Standards Act, workers' compensation, Occupational Safety and Health Administration regulations, Equal Employment Opportunity Commission regulations, Americans with Disabilities Act, laws prohibiting discrimination and sexual harassment, environmental laws and laws and regulations on citizenship or immigration status). You must also comply with state and local laws governing various matters, such as sanitation, health, zoning, smoking, minimum wage, overtime and other working conditions and laws relating to state and local taxes. Some states require that employees' citizenship/immigration status be verified through the Department of Homeland Security's E-Verify program. Increases in minimum wage requirements can increase your labor costs and affect your bottom line. You must also ensure that your point-of-sale system and any other equipment responsible for processing credit and debit card transactions are in compliance with the most current Payment Card Industry standards.

We strongly recommend that you consult with your own and independent legal counsel to help you identify and comply with all laws that apply to operating a Financial Center in your jurisdiction.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Paul W. Eckert

Paul W. Eckert, Family Financial Centers' founder, has served as Chief Executive Officer since our inception in June 2004.Mr. Eckert is responsible for directing all aspects of Family Financial Centers. He also serves as Director of Family Financial Centers, Inc., the managing member of Family Financial Centers, LLC.

President: Kenneth R. Parsons

Kenneth R. Parsons was named President of Family Financial Centers, LLC in January 2016. From October 2012 to December 2015, Mr. Parsons served as our Senior Vice President of Franchise Services. He was our Director of Real Estate, Construction and New Center Development from March 2007 to October 2012.

Director of Franchise Services and Development: Edie Erhardt

Edie Erhardt serves as Director of Franchise Services and Development. In this role, she oversees sales, working alongside Ken Parsons with the onboarding process of new franchisees. Additionally, she serves as the primary communication liaison for existing franchises. Before joining FFC, Miss Erhardt worked at AAMCO Transmission Systems, Inc. for 30 years, most recently as Assistant to the COO, working with both the Operations and Marketing Departments.

Director of Operations and Regulatory Compliance: David Jenkelowitz

David Jenkelowitz joined Family Financial Centers in January 2020 as Director of Operations and Regulatory Compliance. Before joining Family Financial Centers, Mr. Jenkelowitz served as a General

Manager of an independent check-cashing business where he developed training manuals on check cashing and money handling. He has vast knowledge in commercial check cashing, onboarding, documentation and check verification and approval as a member of the Association of Certified Anti Money Laundering Specialist (ACAMS) certified in AML/BSA Compliance. David is also active with the state chapters associated with Financial Services Alliance (INFiN, formerly the Financial Service Centers of America (FiSCA)), namely NYFSC (New York) and NJFSC (New Jersey).

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee for Standard Franchise and Store' N Store

When you sign the Franchise Agreement, you must pay us in full a $40,500 initial franchise fee. Our current policy is to discount the initial fee for franchisees acquiring multiple franchises at the same time. If you receive rights to more than one franchise at the same time, the initial franchise fee will be: (a) $40,500 for the first Financial Center, (b) $30,375 for the second Financial Center, (c) $20,250 for the third Financial Center, and (d) $10,125 for the fourth and each additional Financial Center. We may discontinue this policy at any time at our sole discretion.

The initial franchise fee is payable in a lump sum and is fully earned and non-refundable upon payment.

We will supply you, and you will purchase all furniture, fixtures, and equipment necessary to establish the Financial Center. This is called the "Store in a Box." The "Store in a Box" purchase price for a Standard Franchise is $83,000. The "Store in a Box" purchase price for a Store 'N Store franchise is $50,000. These prices include shipping costs. Payment of the purchase price is due in two installments: the first installment is due when you sign your lease and execute the Lease Rider (*See* Franchise Agreement Attachment H), and the second payment is due before shipping. We may finance a portion of this fee for qualified applicants (*See* Item 10). The purchase price is non-refundable upon payment of the first installment.

* * *

The initial franchise fees described above are uniform as to all franchisees purchasing of a Financial Center. The initial franchise fee is payable in a lump sum and is non-refundable.

ITEM 6
OTHER FEES

Standard Franchise Model

Type of Fee[1]	Amount	Date Due	Remarks
Royalty Fee[2]	Greater of either (1) $275 per month; or (2) the sum of (a) 2/10 of 1% of the face amount of all checks cashed and all debit transactions on all check cashing and debit card services; and (b) 5% of fees collected on Goild and 5% of feels collected on Loans[2.]	Monthly on the 10th day of the month.	Gross Revenues are defined in Note 2 below.
Marketing Fund Contribution	Up to 2% of Gross Revenues	Monthly on the 10th day of the month.	We do not currently have a Marketing Fund but reserve the right to establish one.
Local Advertising Requirements	2% of Gross Revenues	Quarterly	*See* Note 3.
Cooperative Advertising[4]	Amount determined by the cooperative.	To be determined as need arises.	All payments made to an advertising cooperative will be credited toward your required. marketing fund contributions.
Promotional Fund	$175 per month, which may be increased by an amount equal to 10% per year	Monthly	You must contribute to the promotional fund.
Marketing Package	$79 per month	Monthly	Fee for individualized marketing services.
Customer Identification Software (subscription)[5]	$70 per month	Monthly	This service provides access to public databases that will help you identify your customer.
Renewal Fee	$15,000	Upon executing the new Franchise	Renewal of your franchise is subject to the terms of the Franchise

Type of Fee[1]	Amount	Date Due	Remarks
		Agreement.	Agreement.
Royalty Fee During Hold Over Period[6]	150% of the Royalty Fee due in the Franchise Agreement	Weekly	*See* Note 6.
Transfer Fee	$36,500	Before transfer	You may not transfer ownership of your Financial Center without FFC's prior written approval (*See* Exhibit D Section 17)
Resale Administration Fee	$36,500	At the time of mutual termination	Payable only in instances where we agree to a mutual termination and a new franchisee begins operation at your site.
Interest and Penalty on late payments	This amount will vary based upon law but will be the highest contract rate of interest not to exceed 2% per month.	Payable immediately	This interest rate applies to money you owe us and/or any of our affiliates after the date due.
Insurance	Reimbursement of premium plus all other out of pocket costs incurred in connection with procuring insurance on your behalf, not to exceed $200	Upon demand	Payable only if you fail to procure or maintain required insurance coverages, and we procure the insurance on your behalf.
Financial Reporting Package	This amount will vary but will be the cost of the audit.	Payable upon receipt of your bill.	Payable to bookkeeper, CPA, or FFC and only if you fail to furnish required information and/or if we discover an understatement of Gross Revenues greater than 2%.
Indemnification	This amount will vary from business to business.	Payable as incurred.	Payable only if we are held liable for claims arising from your franchise operations.

Type of Fee[1]	Amount	Date Due	Remarks
Replacement Fee for Manuals	$5,000	Upon demand	Payable only if the Manuals (AML& Training) are lost, stolen, damaged, etc.
Supplier Testing Costs	Reimbursement of our actual costs	Upon demand	Payable only if you request approval of a new supplier
Employee Training Fee	$1,000	Upon hire	If you induce any employee of another Financial Ctr to leave his or her employment, or employ any person who had been employed by another Financial Ctr within the previous 60-day period, you must pay former employer a $1,000 training fee
Software License and Software Maintenance Agreements	Amount imposed by third party provider, currently $1,000 payable to our proprietary software provider	Monthly or annually (reduced rate) payment terms available	You must enter into all software license agreements, terms of use agreements, & software maintenance agreements that we designated related to our required software programs.
Independent Review Fee[7]	$1,500 to $2,500[7]	As incurred	*See* Item 1 for more information about independent review requirements. You are not required to engage our services. You may conduct the review internally or engage a third party.
Attorneys' Fees	This amount will vary from business to business.	As incurred	Payable only if we prevail in any legal action with you regarding any breach of the Franchise Agreement and/or regarding any amounts past due to us.
Taxes	This amount will vary from business to business.	As incurred	You are required to pay all taxes in connection with us furnishing you products, intangible property, or services.

Type of Fee[1]	Amount	Date Due	Remarks
Liquidated Damages	$49,500	On demand	If you do not open your Financial Center, we will require that you pay liquidated damages equal to the minimum monthly royalty fee for the term of the Franchise Agreement.

The above table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates impose or collect on behalf of a third party, in whole or in part. Unless otherwise indicated, all fees listed in the table are uniformly imposed, payable to and collected by us, and non-refundable. However, as noted above, we reserve the right to waive or amend any of the fees for institutional franchisees, unique locations or other circumstances we believe warrant a waiver or amendment.

NOTES:

Note 1. All fees, except for the grand opening advertising expenditures and/or the fees payable to the regional or local advertising cooperatives, are imposed by and are payable to us. All fees are uniformly imposed and are non- refundable.

Note 2. "Gross Revenues" are all revenues, as determined by an accrual accounting basis, derived from the operation of the Financial Center, such as fees for loans and money transfers, whether for cash or credit and irrespective of the collection in the case of credit, but excluding any sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sale price and collected from the customer.

Note 3. Your advertising expenses may exceed 2% if your Financial Center belongs to a local or regional advertising cooperative that requires a contribution greater than 2%.

Note 4. The members of the Advertising Cooperative will determine the amount of required contributions by majority vote. We will have one vote plus an additional vote for each Financial Center that we operate in the area served by the Advertising Cooperative. Each of our affiliates will have one vote for each Financial Center that it operates in the area served by the Advertising Cooperative.

Note 5. You must purchase a subscription to our customer identification software and maintain it throughout the term of the franchise.

Note 6. Additionally, the Franchise Agreement contains a hold over provision which states if the Franchise Agreement expires and you continue to operate the Financial Center after expiration, we may, at our option, declare you to be holding over. At that time the terms of the Franchise Agreement will govern the relationship between you and us and (a) either party may terminate the relationship at any time, for any reason, or no reason by providing written notice, and (b) the Royalty Fee during any hold over period will be 150% of the Royalty Fee due under the Franchise Agreement.

Note 7. As described in Item 1, federal law requires money services business to complete, periodically, independent reviews of their anti-money laundering programs. Some states and banks impose their own independent review requirements. You may, but are not required to, engage us to provide independent review services. This fee may increase for multiple unit franchisees.

Store 'N Store Model

Type of Expenditure	Amount	Date Due	Remarks
Fees	For the Financial Services Package: 50% of the gross check-cashing fees	Payable according to the terms of your vendor services agreement.	-
Marketing Fund Contribution	Up to 2% of Gross Revenues	Monthly on the 10th day of the month.	We do not currently have a Marketing Fund but reserve the right to establish one.
Local Advertising[1]	Up to 2% of Gross Revenues	Quarterly	*See* Note 1.
Cooperative Advertising[2]	Amount determined by the cooperative	To be determined as need arises.	All payments made to an advertising cooperative will be credited toward your required marketing fund contributions.
Promotional Fund	None	None	You are not required to contribute to the Promotional Fund at this time.
Renewal Fee	Waived	Upon executing the new Franchise Agreement.	Renewal of your franchise is subject to the terms of the Franchise Agreement.
Interest and Penalty on late payments	This amount will vary based upon law but will be the highest contract rate of interest not to exceed 2% per month	Payable immediately.	This interest rate applies to money you owe us and/or any of our affiliates after the date due.
Insurance	Reimbursement of premium plus all other out of pocket costs incurred in connection with procuring insurance on your behalf	Upon Demand	Payable only if you fail to procure or maintain required insurance coverages, and we procure the insurance on your behalf.
Financial Reporting Package	This amount will vary but will be the cost of the audit.	Payable upon receipt of your bill.	Payable bookkeeper, CPA, or FFC and only if you fail to furnish required information and/or if we discover an understatement of Gross Revenues greater than 2%.

Type of Expenditure	Amount	Date Due	Remarks
Indemnification	This amount will vary from business to business.	Payable as incurred.	Payable only if we are held liable for claims arising from your franchise operations.
Replacement Fee for Manuals	$5,000	Upon demand	Payable only if the Manual is lost, stolen, damaged, etc.
Independent Review Fee[3]	$500 to $2,500	As incurred	*See* Item 1 for more information about independent review requirements. You are not required to engage our services. You may conduct the review internally or engage a third party.
Attorneys' Fees	This amount will vary from business to business.	As incurred	Payable only if we prevail in any legal action with you regarding any breach of the Franchise Agreement and/or regarding any amounts past due to us.
Taxes	This amount will vary from business to business.	As incurred	You are required to pay all taxes in connection with us furnishing you products, intangible property, or services.

The above table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates impose or collect on behalf of a third party, in whole or in part. Unless otherwise indicated, all fees listed in the table are uniformly imposed, payable to and collected by us, and non-refundable. However, as noted above, we reserve the right to waive or amend any of the fees for institutional franchisees, unique locations or other circumstances we believe warrant a waiver or amendment.

NOTES:

Note 1. All fees, except for the grand opening advertising expenditures and/or the fees payable to the regional or local advertising cooperatives, are imposed by and are payable to us. All fees are uniformly imposed and are non- refundable.

Note 2. "Gross Revenues" are all revenues, as determined by an accrual accounting basis, derived from the operation of the Financial Center, such as fees for loans and money transfers, whether for cash or credit and irrespective of the collection in the case of credit, but excluding any sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sale price and collected from the customer.

Note 3. Your advertising expenses may exceed 2% if your Financial Center belongs to a local or regional advertising cooperative that requires a contribution greater than 2%.

Note 4. The members of the Advertising Cooperative will determine the amount of required contributions by majority vote. We will have one vote plus an additional vote for each Financial Center that we operate in the area served by the Advertising Cooperative. Each of our affiliates will have one vote for each Financial Center that it operates in the area served by the Advertising Cooperative.

Note 5. You must purchase a subscription to our customer identification software and maintain it throughout the term of the franchise.

Note 6. Additionally, the Franchise Agreement contains a hold over provision which states if the Franchise Agreement expires and you continue to operate the Financial Center after expiration, we may, at our option, declare you to be holding over. At that time the terms of the Franchise Agreement will govern the relationship between you and us and (a) either party may terminate the relationship at any time, for any reason, or no reason by providing written notice, and (b) the Royalty Fee during any hold over period will be 150% of the Royalty Fee due under the Franchise Agreement.

Note 7. As described in Item 1, federal law requires money services business to complete, periodically, independent reviews of their anti-money laundering programs. Some states and banks impose their own independent review requirements. You may, but are not required to, engage us to provide independent review services. This fee may increase for multiple unit franchisees.

ITEM 7
INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Standard Model

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$40,500	Lump sum	Upon signing the Franchise Agreement and is non-refundable.	Us
Lease Deposit[2]	$1,000 to $3,000	Lump sum	Upon signing of lease.	Landlord
Construction and Build-out[3]	$27,500	Varies	Varies.	Contractors and architects
Furniture, Fixtures, and Equipment[4]	$83,000	Two equivalent installment payments	Half when signing the real estate lease; balance due before shipping	Us
Opening Inventory[5]	$60,000	Varies	Varies	Lenders and customers (typically from the sale of money orders)
Opening Advertising[6]	$3,000 to $5,000	Varies	Varies	Various local advertising agencies and/or providers of media
Initial Training	$1,000 to $2,000	Varies	Varies	Transportation providers, hotels, and restaurants

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Licensing Fees	$3,000 to $4,000	One lump sum	Varies	Various local service providers
Customer Identification Software (LexisNexis or Accurint)	$70	One lump sum	Monthly	Various local service providers
Additional Funds (3 months)[9]	$5,400 to $33,600	Varies	Varies	Third parties as needed
Certificate of Deposit[10]	$0 - $50,000	One lump sum	After bank account opened	Financial institution. Typically redeemable after three years.
Total[11]	$224,470 to $308,670	-	-	-

Note 1. *See* Item 5 for more information about the initial franchise fee and available discounts when acquiring multiple franchises. The initial franchise fee is non-refundable.

Note 2. A standard Financial Center occupies 800 – 2,000 square feet of retail space and typically is located in a strip shopping center, shopping mall, or other similar construction. A Store 'N Store franchise is a kiosk located within another retail facility; no lease deposit typically is required. If you elect to buy an independent financial center for purposes of converting it to a Family Financial Center, or if you acquire an existing Family Financial Center from a current franchisee, you are solely responsible for conducting all due diligence associated with the purchase. We are not required to help you assess or negotiate the purchase, and have no way of verifying the accuracy of any information that you may receive during your assessment of the business.

Note 3. The estimate in the first chart assumes that you are building out a vanilla box (meaning that the HVAC system and all plumbing and electrical work is in place, that the space otherwise qualifies for a certificate of occupancy, and that it needs only to be customized to our standards and specifications). It does not reflect any tenant improvement allowance that you may negotiate with your landlord. Your actual costs of developing a Standard Franchise also will depend upon additional factors including the size and condition of the existing structure, material and labor costs, the business of the previous tenant, the layout of the premises, and the geographic location. The Store 'N' Store Franchise operates from a kiosk and, therefore, we do not anticipate any associated construction or build-out costs.

Note 4. The "Store in a Box" described in Item 5 includes all of the furniture, fixtures, and equipment necessary for the build-out of a Financial Center, including teller stations and security glass, security and alarm systems, computer hardware and software, interior and exterior signs, office supplies, and your architectural fees for developing a full set of plans for the contractor to build-out the Business. If you buy an existing money service business and convert it into an FFC Financial Center, many of the costs that would be associated with the "Store in a Box" will be included in the purchase price. However, you may incur costs in the conversion of the independent money service business to an FFC Financial Center.

Note 5. Opening inventory consists of cash for cashing checks and making loans.

Note 6. This amount is a minimum amount.

Note 7. This amount includes estimated costs of transportation, food, and lodging. This estimate may vary depending upon your own travel habits.

Note 8. This estimated amount covers licensing fees and required deposits.

Note 9. The figures in the chart represent the amount of working capital you will need to open the Financial Center and to operate it during the first three months. It includes rent payments, advertising expenses, and miscellaneous opening costs, as well as payroll costs for your employees. The high range includes a $20,000 estimate to establish an escrow account if required by your financial institution. It assumes that you will personally manage the day-to-day operations of the Financial Center but does not include any draw or salary for you. The figures in the chart also do not reflect professional fees, organizational expenses, the cost of capital (i.e., brokerage fees or points), life insurance premiums (a life insurance policy may be necessary as a condition to bank financing), or debt service payments during the initial period.

Note 10. Many financial institutions require a certificate of deposit as a prerequisite for extending their services to money service businesses.

Note 11. To compile these estimates, we relied on our principals' experience in operating similar businesses as described in Items 1 and 2. Your actual working capital needs during the initial period may vary significantly depending upon the following factors, which are beyond our control: how closely you follow our methods and procedures; your management skill, experience, and business acumen; local market and economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the franchised business. You should review these figures carefully with a business advisor before deciding to purchase a franchise.

Store 'N Store Model

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$40,500	Lump sum	Upon signing the Franchise Agreement	Us
Lease Deposit[2]	$1,000-$3,000	Lump sum	Upon signing of Lease	Landlord
Construction and Build-out[3]	$0			
Furniture, Fixtures, and Equipment[4]	$50,000	Two equivalent installment payments	Half when signing the real estate lease; balance due before shipping	Us
Opening Inventory[5]	$50,000	Varies	Varies	Lenders and customers (typically from the sale of money orders)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Opening Advertising[6]	$3,000	Varies	Varies	Various local advertising agencies and/or providers of media.
Initial Training[7]	$1,000 to $2,000	Varies	Varies	Transportation providers, hotels and restaurants
Licensing Fees[8]	$3,000 to $4,000	One lump sum	Varies	Various Service Providers
Customer Identification Software (Lexis or Accurint)	$70	One lump sum	Monthly	Various Service Providers
Additional Funds (3 months)[9]	$5,000 - $25,000	Varies	Varies	Third parties as needed.
Certificate of Deposit[10]	$0 - $50,000	One lump sum	After bank account opened	Financial institution
Total[11]	$153,570to $227,570			

Note 1. *See* Item 5 for more information about the initial franchise fee and available discounts when acquiring multiple franchises. The initial franchise fee is non-refundable.

Note 2. A standard Financial Center occupies 800 – 2,000 square feet of retail space and typically is located in a strip shopping center, shopping mall, or other similar construction. A Store 'N Store franchise is a kiosk located within another retail facility; no lease deposit typically is required. If you elect to buy an independent financial center for purposes of converting it to a Family Financial Center, or if you acquire an existing Family Financial Center from a current franchisee, you are solely responsible for conducting all due diligence associated with the purchase. We are not required to help you assess or negotiate the purchase, and have no way of verifying the accuracy of any information that you may receive during your assessment of the business.

Note 3. The estimate in the first chart assumes that you are building out a vanilla box (meaning that the HVAC system and all plumbing and electrical work is in place, that the space otherwise qualifies for a certificate of occupancy, and that it needs only to be customized to our standards and specifications). It does not reflect any tenant improvement allowance that you may negotiate with your landlord. Your actual costs of developing a Standard Franchise also will depend upon additional factors including the size and condition of the existing structure, material and labor costs, the business of the previous tenant, the layout of the premises, and the geographic location. The Store 'N' Store Franchise operates from a kiosk and, therefore, we do not anticipate any associated construction or build-out costs.

Note 4. The "Store in a Box" described in Item 5 includes all of the furniture, fixtures, and equipment necessary for the build-out of a Financial Center, including teller stations and security glass, security and alarm systems, computer hardware and software, interior and exterior signs, office supplies, and your architectural fees for developing a full set of plans for the contractor to build-out the Business. If you buy an existing money service business and convert it into an FFC Financial Center, many of the costs that would be associated with the "Store in a Box" will be included in the purchase price. However, you may incur costs in the conversion of the independent money service business to an FFC Financial Center.

Note 5. Opening inventory consists of cash for cashing checks and making loans.

Note 6. This amount is a minimum amount.

Note 7. This amount includes estimated costs of transportation, food, and lodging. This estimate may vary depending upon your own travel habits.

Note 8. This estimated amount covers licensing fees and required deposits.

Note 9. The figures in the chart represent the amount of working capital you will need to open the Financial Center and to operate it during the first three months. It includes rent payments, advertising expenses, and miscellaneous opening costs, as well as payroll costs for your employees. The high range includes a $20,000 estimate to establish an escrow account if required by your financial institution. It assumes that you will personally manage the day-to-day operations of the Financial Center but does not include any draw or salary for you. The figures in the chart also do not reflect professional fees, organizational expenses, the cost of capital (i.e., brokerage fees or points), life insurance premiums (a life insurance policy may be necessary as a condition to bank financing), or debt service payments during the initial period.

Note 10. Many financial institutions require a certificate of deposit as a prerequisite for extending their services to money service businesses.

Note 11. To compile these estimates, we relied on our principals' experience in operating similar businesses as described in Items 1 and 2. Your actual working capital needs during the initial period may vary significantly depending upon the following factors, which are beyond our control: how closely you follow our methods and procedures; your management skill, experience, and business acumen; local market and economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the franchised business. You should review these figures carefully with a business advisor before deciding to purchase a franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Financial Center Design & Construction

All products sold or offered for sale at the Franchised Business and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Franchised Business must meet our standards and specifications, as established in the Manuals or otherwise in writing. We require that you use only registered architects, registered engineers and professional and licensed contractors for design, build-out and installation. However, you may work with the service provider of your choice. As described in Item 5, you must purchase our Store in a Box package from us, which contains all fixtures, furniture and equipment necessary to build-out your Financial Center.

During the term of the Franchise Agreement, you must purchase furniture, fixtures, equipment, computer systems, customer identification software, merchandise, advertising materials, supplies and stationery that meet our standards and specifications from approved manufacturers, distributors, vendors and suppliers (collectively, "**Approved Suppliers**"). We also have the right to require that you use only certain brands of products and materials ("**Approved Brands**") and if we identify Approved Brands, you may purchase and use only the Approved Brands. We may periodically modify the list of Approved Suppliers and/or Approved Brands and you must promptly comply with the modifications.

Assets

The types, models and brands of fixtures, furniture, furnishings, signs, graphics, décor and equipment (collectively, "**Assets**") used to operate the Financial Center must meet our standards and specifications, as established in the Manuals or otherwise in writing. The Assets include the Computer System, which (i) you must purchase (or lease) and (ii) must meet our standards and specifications. *See* Item 11 for details.

Suppliers

We have developed and may in the future establish relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services and other products and services ("**Approved Vendor(s)**"). With respect to any product or service for which we have established one or more Approved Vendor(s), you agree to do business with such Approved Vendor and participate in all required programs according to their terms.

Except for the Store in a Box Package, neither we nor our affiliates are a designated supplier or an approved supplier for any goods or services. Our CEO, Paul W. Eckert, has a membership interest in Family Partners Insurance, LLC. The Franchise Agreement requires you to purchase various lines of insurance for your Financial Center. Family Partners Insurance, LLC, will likely receive a share of the insurance commissions with the broker of record. There are no other approved suppliers in which any of our officers owns an interest.

Unless we permit you to purchase them from a different supplier, you may only purchase products and services from the Approved Suppliers. You must request our permission in writing and we will respond to your written request within a reasonable time, typically 30 days. We have not adopted formal procedures for issuing and modifying supplier approval standards. When evaluating a proposed supplier, we generally apply the following criteria, among others: (1) the supplier's ability to produce the item or service and to meet our quality standards; (2) the supplier's ability to meet supply commitments; (3) the supplier's integrity of ownership (to assure that its association with us would not be inconsistent with our image or damage our goodwill); (4) the supplier's financial stability; and (5) the negotiation of a mutually satisfactory confidentiality agreement and license to protect our intellectual property. We do not charge a fee for our review in determining the qualifications of a particular supplier; however, we do reserve the right to seek reimbursement from you for any out-of-pocket expenses that we may incur.

Location of the Business

You must identify and acquire a Financial Center site within 180 days after the Franchise Agreement is signed ("**Site Selection Deadline**"). The site must be located in the "**Site Selection Area**" that we mutually agree on before the Franchise Agreement is signed. In choosing a business location, you must select a Financial Center site that meets our site selection criteria. If you occupy the Financial Center premises under a commercial lease, the lease must contain the terms and conditions that we require. Further, if you are operating under a commercial lease, both you and your landlord must execute the Lease Rider attached to the Franchise Agreement.

Website

You may not establish or maintain a website or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or any of FFC's copyrighted works, that includes the term "FAMILY" or "FINANCIAL" as part of its URL or domain name, that otherwise states or suggests your affiliation with FFC or its franchise system or that uses or displays any services offered at the Financial Center.

You may not sell any products or services over the Internet unless you first obtain our prior written approval and comply with our then-current policies and standards. If you fail to obtain our prior written approval, we may terminate the franchise.

In granting such approval, we will look to whether your request meets several requirements, including (a) placing restrictions on the use of any copyrighted and/or trademarked materials; (b) submitting all website pages, advertising, materials and other content for our prior written approval; (c) your submission of a written request seeking approval of any Internet domain name and/or home page addresses that you desire to use in offering and/or selling your products or services; (d) granting advanced consent to our right to immediately remove any material from the website pages that do not advance FAMILY FINANCIAL CENTERS® overall image; and (e) notifying us of any modifications to the website pages.

Advertising

We will provide you with samples of advertising and promotional materials you may use to advertise the Financial Center. However, we understand that you may seek to conduct your own advertising and promotion based upon your familiarity with the Financial Center location. Accordingly, before using any of your own advertising and promotional materials, you must obtain our prior written approval. To obtain our approval, you are required to submit all advertising and promotional materials that you seek to use that were not previously approved. If you receive our approval, you may use the approved materials. If you do not receive our approval, you may not use the proposed materials unless and until they are revised in a manner that we approve.

Computer Systems

You must purchase from designated or approved sources new or upgraded software programs, system documentation, manuals and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, manuals and materials system-wide. You also must enter into all software license agreements, "terms of use" agreements and software maintenance agreements that we prescribe and pay all fees charged by third-party software and software service providers under these agreements. All computer software and maintenance are currently provided by Answers, Inc.

Insurance

You must maintain insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Financial Center, which must include the following minimum coverages:

i. Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations and property damage on an occurrence basis with policy limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; Property Insurance with an "All Risks" policy for fire and related peril (including floods and earthquakes where applicable) with limits of insurance of not less than the full replacement value of the Financial Center and its furniture, fixtures, equipment, inventory and other tangible property;

ii. Business Interruption and Extra Expense coverage to include rental payment continuation for a minimum of 12 months, loss of profits and other extra expenses experienced during the recovery from property loss;

iii. Employer's Liability coverage in the amount of one hundred thousand dollars ($100,000) per person, five hundred thousand ($500,000) in the aggregate and one hundred thousand ($100,000) for occupational disease;

iv. Crime (employee dishonesty, theft and robbery) with minimum limits of ten thousand dollars ($10,000 per occurrence;

v. Workers' compensation and such other insurance as may be required by statute or rule of the state or locality where the Financial Center is located. This coverage must also be in effect for all of your employees who participate in any training programs described in this Agreement;

vi. Builder's All Risks insurance in connection with any construction, renovation, refurbishment or remodeling of the Financial Center;

vii. Performance and completion bonds in the forms, amounts and written by carrier(s), reasonably satisfactory to FFC in connection with new construction or substantial renovation, refurbishment or remodeling of the Financial Center.

Upon FFC's written request or by January 1st of each new calendar year, you must send FFC copies of the aforementioned minimum coverage policies, as required by Section 16 of the Franchise Agreement. FFC may reasonably increase the minimum coverage required and require different or additional kinds of insurance to reflect inflation, changes in liability standards, higher damage awards or other relevant changes in circumstances. You will receive written notice of such modifications and promptly take action to secure the additional coverage or higher policy limits. The cost of your insurance will vary depending on the insurance carriers' charges, the terms of payment and your insurance and credit history.

Revenue Derived from Franchisee Purchases

We and our affiliates, vendors and/or partners will derive income from your purchases and leases.

We receive 15 to 30 cents per transaction from bill pay vendors and a $600 flat fee per Financial Center opening from our money order and wire transfer provider. We receive either 3% of the gross amount or 21% of the net commissions from gift card vendors. We collect $30 monthly per franchisee subscription from our marketing services vendor. From our financial services vendor, we receive a referral fee of 30% minus any direct costs. We take $25 per month and 75 cents per paid kiosk session that buys computer parts from our kiosk services vendor. We collect a one to three percent revenue share from our kiosk services vendor that counts coins. From our point of banking machine vendor, we receive 25 cents per approved surcharged transaction. We accept five percent of the net value of the provider's transaction fees from product users from our digital currency services vendor. We receive a commission based on net revenue from three to 10 percent from international payment service provider vendors.

During our fiscal year ending December 31, 2023, according to our audited financial statements, we derived $70,701 from franchisee purchases and leases, which represented approximately 3.9% of our total revenues of $1,813,267. These revenues included monies received in project management fees, including the sale of our Store in Box packages and installation charges, vendor payments and commissions, amounts paid to us by our franchisees for point-of-sale signage and monies received from vendors for signage reimbursement. No affiliate received any revenue as a result of franchisee purchases or leases during the same period.

Estimated Proportion of Required Purchases to all Purchases

We estimate that your required purchases for establishing your franchise business will account for 80% to 90% of your total purchases in connection with your franchise business.

Description of Purchasing Cooperatives; Purchasing Arrangements

There currently are no purchasing or distribution cooperatives in existence for the System. We periodically negotiate purchase arrangements with suppliers for our franchisees' benefit and have established relationships with vendors whose products meet our specifications. We do not provide you any material benefits (such as renewal rights or the right to acquire additional franchises) based on your purchases from approved or designated suppliers.

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	Section 3	Items 7, 8, 11
B. Pre-opening purchases/leases	Section 3.C.	Items 6, 7, 8, 11
C. Site development and other pre-opening requirements	Sect 4 and 5	Items 6, 7, 8, 11
D. Initial and ongoing training	Sections 2.B.(3), 5.7, and 8	Item 11
E. Opening	Article 5	Item 11
F. Fees	Articles 6, and 15, and Sections 2.B, 7.E, 8.A, 9, 16.F and 17.D.(3)	Items 5, 6, 7
G. Operating Manual & Compliance with standards and policies	Articles 9, 10, and 11	Items 8, 11, 13
H. Trademarks and proprietary information	Articles 9 and 13, and Sections 11.G. and 14.A.	Items 13, 14
I. Restrictions on products/services offered	Articles 9 and 10 and Sections 11.B.-11.F.	Item 16
J. Warranty and customer service requirements	Section 11.I	Item 8
K. Territorial development and sales quotas	Section 1.B.	No provision
L. Ongoing product/services purchases	Sections 11.B-11.G.	Item 8
M. Maintenance, appearance and remodeling requirements	Article 10 and Sections 2.B.(2) and 11.B.	Item 8
N. Insurance	Article 16	Item 8
O. Advertising	Article 15	Items 6, 7, 8, 11
P. Indemnification	Article 20	Item 6
Q. Owners' participation/management/ staffing	Sections 11.H.-11.I.	Item 15
R. Records/reports	Article 7	No provision
S. Inspections/audits	Article 7 and Sections 4.D. - 4.E.	Item 8
T. Transfer	Article 17	Items 6, 11, 17
U. Renewal	Section 2.B.	Items 6, 11, 17

Obligation	Section in Agreement	Disclosure Document Item
V. Post termination obligations	Article 19	Item 17
W. Non-competition covenants	Sections 14.B. through 14.E.	Item 17
X. Dispute resolution	Article 23	Item 17
Y. Liquidated Damages	Article 23	Item 6

ITEM 10
FINANCING

Neither we nor our affiliates or agents offer you, directly or indirectly, any financing arrangement, including loans, guarantees, leases and installment contracts.

However, we have business relationships with third-party vendors, who may offer you financing.

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

Except as disclosed below, Family Financial Centers, LLC is not required to provide you with any assistance.

Services and Assistance Before Opening

Before you open the Financial Center, we will:

i. Review your Franchise Site Application and notify you of site approval within 30 days after receiving all requested information. (Franchise Agreement, Section 3.B.) Factors considered in selecting and approving a site include traffic count, visibility, demographics, competition in the area and occupancy cost.

ii. Review your proposed lease and notify you of our approval within 14 days after receiving it. (Franchise Agreement, Section 3.C.).

iii. Provide you sample drawings and plans for a Financial Center, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, signage, graphics and color schemes. (Franchise Agreement, Section 4.A.) You are responsible for preparing all required construction plans and specifications to suit the Financial Center's shape and dimensions and ensure that the plans and specifications comply with applicable ordinances, building codes and permit and lease requirements and restrictions.

iv. Make the Store in a Box package available for purchase as described in Item 5. (Franchise Agreement, Section 11.E.)

v. Provide on loan a copy of our Manuals. (Franchise Agreement, Section 9).

vi. Provide our initial training program, described below, to two individuals. (Franchise Agreement, Section 8.A.)

Services and Assistance During Operation

After the Financial Center opens, we must:

i. Periodically, as we deem appropriate, advise and consult with you regarding the Financial Center's operation. (Franchise Agreement, Section 8.C.)

ii. Provide you with our knowledge and expertise regarding the System and pertinent new developments, techniques and improvements in management, sales promotion, service concepts and other areas (Franchise Agreement, Section 8.D.)

iii. Notify you of any modifications made to the confidential Operating Manuals periodically (Franchise Agreement, Article 9.)

iv. Review and approve all advertisements or promotional materials you propose to use before their use (Franchise Agreement, Article 15.)

Site Selection and Opening

When you sign the Franchise Agreement, we will agree on a Site Selection Area within which you may locate the Financial Center. You must acquire a site for the Financial Center within this area within 180 days from the Franchise Agreement's effective date. You must also submit a copy of the proposed lease and execute a Lease Rider for the proposed site to obtain our approval. We will approve or disapprove your proposed site within 30 days after receiving all requested information. The criteria that we use to evaluate the selected site include visibility, demographics and local competition. We anticipate that most Financial Centers will open two to six months after the Franchise Agreement is signed. Factors affecting this range include site availability, lease or purchase negotiations and construction time. We can terminate the Franchise Agreement if you fail to acquire an acceptable site for the Financial Center within 180 days of the Franchise Agreement's execution date. Once we identify a site, the parties will mutually agree on an opening date ("**Opening Deadline**"), which will be no later than 180 days from the date you take possession of the site. We will then execute the Data Sheet and Approved Location and Protected Area Addendum (Attachment B and Attachment D of the Franchise Agreement) to reflect the Opening Deadline. We reserve the right to terminate the Franchise Agreement if you fail to open the Financial Center for business by the Opening Deadline.

Training

Depending on your chosen franchise model, you will participate in training programs conducted by one of our vendors' staff or us. We may require you, your partners and/or your managers to attend additional training programs, including annual conferences, refreshers and supplemental training programs.

If you choose a Standard Franchise, we will provide you with initial training on operating your Financial Center. Our comprehensive initial training program will be provided for two or more people, space permitting. Your Operating Principal must attend and complete our initial training program to our satisfaction before the Financial Center opens for business.

Our initial training program is a hands-on program that encompasses all aspects and phases of operating your Financial Center. The initial training program is five (5) to seven (7) days and is generally held at our corporate headquarters. If we cannot offer training at our corporate headquarters for any reason, we may allow you to complete training programs remotely via video conference. Our initial training also includes one week of on-site training at your Financial Center location. Note that the actual time frame for training depends on the background, experience, and intelligence of those trained.

Travel and lodging expenses in connection with the initial training program are your responsibility. Scheduling of the initial training program is flexible to accommodate our respective personnel. We provide our initial training program on an as-needed basis under our Chief Executive Officer, Paul Eckert's, supervision. Mr. Eckert has more than 20 years of experience in the financial services industry and 15 years with us.

Below is a table summarizing the various training subjects and the time devoted to each subject in the program:

Training Subject:	Classroom Hours	On-Site Hours:	Location
Check Cashing	16		Doylestown, PA
Bank Secrecy Act, Anti- Money Laundering Program	16	16	Doylestown, PA
Customer Service	3	2	Doylestown, PA
Human Resources	2	2	Doylestown, PA
Marketing	2	2	Doylestown, PA
Total	39	38	

We may require you, your partners and/or your managers to attend additional training programs (e.g., annual conferences, refreshers and supplemental training programs) to discuss ongoing changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards and marketing and advertising.

Advertising

The advertising program for the products and services we offer currently consists of brochures and advertising in local online directories. We create advertising materials in-house.

At your own expense, you may develop advertising and marketing materials for your Financial Center, subject to the following restrictions:

i. We must approve your advertising and marketing materials;

ii. We have the sole discretion to require you to cease using your advertising and marketing materials at any time; and

iii. Your promotional and marketing materials must be presented in a dignified manner and conform to our standards and specifications related to advertising, marketing and trademark use.

Promotional Fund and Marketing Fund

We created a Promotional Fund to develop and design promotional programs and materials used at your Financial Center, such as point-of-purchase signage and other related materials. You must contribute to the Promotional Fund $2,100 per year (which we can increase by an amount not to exceed 10% each year), payable in monthly installments. All franchisees currently contribute to the Promotional Fund at the same rate. Although not contractually required to do so, we anticipate that affiliate-owned Financial Centers (there are currently none) shall contribute to the Promotional Fund on the same basis as our franchisees. We have the right to use Promotional Fund monies, at our sole discretion, to pay for creating, preparing and producing point-of-purchase signage of use in connection with the operation of the Franchised Business. There is no audit of the Promotional Fund.

We also have the right to create and administer a Marketing Fund to benefit the System. For each month during the term, you must contribute to the Marketing Fund an amount we designate, which will not exceed 2% of your monthly Gross Revenues. All franchisees currently must contribute to the Marketing Fund at the same rate. Although not contractually required to do so, we anticipate that affiliate-owned Financial Centers (there currently are none) shall contribute to the Marketing Fund on the same basis as our franchisees. We currently are not collecting any contributions from franchisees for the Marketing Fund.

We may use Marketing Fund monies to pay for creative development services (including creation and modification of logos and graphics), preparing or procuring market studies, providing or obtaining marketing services (including, but not limited to, conducting customer surveys, focus groups and marketing-related mystery shoppers and customer interviews), developing, producing, distributing and placing advertising (including, but not limited to, developing and producing point-of-sale advertising and promotional materials), developing product packaging, developing, updating and hosting our website and/or an intranet or extranet system (including the development of interior pages featuring franchised and the company or Affiliate-owned Financial Centers and developing locator programs), obtaining sponsorships and endorsements and other promotions (including the development of customer identification cards and providing and procuring public relations services) and conducting public relations activities. We also may use Marketing Fund monies to reimburse ourselves for our personnel and other administrative and overhead costs associated with providing these services.

Any Marketing Fund contributions not spent in the year contributed typically will be spent in the following year. Upon your reasonable request, we will make available a statement of Marketing Fund contributions and expenditures for the preceding year. There is no audit of the Marketing Fund.

We will have sole control over the creative concepts, content, form, media placement of all advertising and promotional materials developed with Marketing Fund monies and the allocations of Marketing Fund monies to production, placement and other costs. We are not obligated to expend any Marketing Fund monies for the placement of advertising in your trading area or ensure that the Franchised Business benefits directly or pro-rata from Marketing Fund expenditures. We will not use Marketing Fund monies to create or place any advertisement that is principally a solicitation for new franchisees. Nevertheless, we may include information concerning franchise opportunities in all advertising prepared using Marketing Fund monies (including Internet advertising). A portion of Marketing Fund monies may also be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

During our fiscal year, which ended December 31, 2023, we spent 100% of Promotional Fund monies on the production of point of purchase materials, design and production of promotional items, promotional website maintenance and administrative costs. We neither collected nor spent any Marketing Fund contributions to solicit new franchise sales during our fiscal year ended December 31, 2023. Upon your reasonable request, we will provide you with an annual statement of Promotional Fund and Marketing Fund contributions and expenditures.

Local Advertising Requirements

We currently do not have a local advertising requirement but reserve the right to implement one in the future.

Our Right to Form Cooperatives

We may form local or regional advertising cooperatives ("**Advertising Cooperative**") to pay for the development, placement and distribution of advertising to benefit Financial Centers located in the geographic region served by the Advertising Cooperative. Any Advertising Cooperative that we establish will be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for these purposes. If we form an Advertising Cooperative for the region where your Financial Center site is located, you agree to participate in the Advertising Cooperative. Each Advertising Cooperative will act by a majority vote of its members. The members of the Advertising Cooperative will determine the amount of required contributions by a majority vote. We will have one vote plus an additional vote for each Financial Center that we operate in the area served by the Advertising Cooperative. Each of our affiliates will have one vote for each Financial Center that operates in the area served by the Advertising Cooperative.

We have the exclusive right to create, dissolve and merge each Advertising Cooperative created, at our discretion and to create and amend the organizational and governing documents related thereto; provided that such documents will: (1) operate by majority vote, with each Financial Center (including Financial Centers owned by us or our affiliates) entitled to one vote; (2) entitle us to cast one vote in addition to any votes it may be entitled to on account of its operation of Financial Centers in the area served by the Advertising Cooperative; (3) permit the members of the Advertising Cooperative (by majority vote) to determine the amount of required contributions; (4) provide that any funds left in the Cooperative at the time of dissolution will be returned to the members in proportion to their contributions during the 12 months immediately preceding termination. However, we have not formed Advertising Cooperatives and therefore, there are no governing documents available for your review.

You may not establish or maintain a website or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or any of our copyrighted works, that includes the term "FAMILY," "FINANCIAL," or "CENTER," as part of its URL or domain name, that otherwise states or suggests your affiliation with the Financial Center, System or us.

Advertising Council

There currently is no advertising council composed of franchisees in place for the System.

Confidentiality Operations Manuals

After you sign the Franchise Agreement, we will loan you a copy of our Confidential Operations Manuals ("**Manuals**"). A copy of the table of contents of the Manuals is attached (*See* Exhibit A). Currently, our Manuals have a total of 758 pages. The Manuals content is proprietary, so you must treat the Manuals contents as confidential. Further, you may not make any copies of the Manuals.

Computer Hardware and Software

You must acquire and use all cash registers and computer hardware and related accessories and peripheral equipment, including video surveillance equipment (collectively, "**Computer Systems**") that we prescribe.

If you choose a "Store in a Box" franchise, it includes all computer hardware and software you need to begin operating your business. These prices include shipping costs but exclude manufacturing and construction costs, which a third- party contractor will provide. The "Store in a Box" includes two networked computers and an option for on-site or off-site server, two thermal receipt printers, one networked digital laser printer and check cashing/deferred deposit software called Power Check or Tier3 (developed by Answers, Inc. principal place of business at 8713 Airport Freeway, Suite 200, North Richland Hills, TX 76180). This software collects and stores check and customer information and calculates and stores transaction fees and payments. Our software provider currently imposes and collects a one thousand dollar ($1,000) annual maintenance fee from our franchisees, which covers updates and tech support.

You must also purchase a subscription to our designated customer identification software (LexisNexis or Accurin), which currently costs $70 per month and maintain our designated customer identification software throughout the Franchise Agreement term (*See* Item 7 charts).

You must (1) use all proprietary software programs, system documentation Manuals and other proprietary materials that we provide in connection with the operation of the Financial Center; (2) input and maintain in your computer such data and information as we prescribe in the Manuals, software programs, documentation or otherwise; and (3) purchase new or upgraded software programs, system documentation Manuals and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, Manuals and materials system-wide. You also must enter into all software license agreements, "terms of use" agreements and software maintenance agreements that we prescribe and pay all fees charged by third-party software and software service providers under these agreements. Currently, there is only the annual maintenance fee (described in the paragraph above).

As we develop new technologies and software, you must: (1) add to your Computer System memory, ports and other accessories or peripheral equipment or additional or substitute software; (2) replace or upgrade your Computer System and software as we prescribe. There are no contractual limits on the frequency or cost of your obligation to obtain such upgrades.

We will have the ability to access your computer systems independently and electronically download data and video surveillance collected by the Franchised Business. There are not any contractual limitations on our right to access this information and data.

ITEM 12
TERRITORY

If the Approved Location is known at the time that you sign the Franchise Agreement, Attachments B and D to the Franchise Agreement will specify the Approved Location for the Financial Center and the Protected Area.

Once the Store location has been identified, we designate an area surrounding the Store as your "Protected Area." Your "Approved Location" and your "Protected Area" will be reflected on Exhibit B or Exhibit D to the Franchise Agreement (if the information is known at the time the Franchise Agreement, it will be reflected on Exhibit B; if it is not known until a later date, it will be reflected on Exhibit D).

There is no minimum Protected Area that we offer. The size and scope of the Protected Area will be contained in the Franchise Agreement and will be determined on a case-by-case basis. The Protected Area will be determined by various factors, including demographics, the concentration of other businesses in the vicinity, existing and potential shop competition, projections of growth in the area and the economic environment. The Protected Area can also be impacted by geographic and/or man-made conditions such as bodies of water, mountains, driving conditions and other factors which may necessitate the Protected Area being less than the radius mentioned below. If the Financial Center is located in a large metropolitan area, the Protected Area is described by a certain shopping area, defined area based on blocks (or a radius) and that area may range from approximately one-tenth of a mile to one mile as determined on a case-by-case basis. If the Financial Center is located in a smaller city or rural area, the Protected Area is described by a radius and the radius may range from one- tenth of a mile up to two and a half miles. If the Financial Center is located in a smaller city or rural area, the Protected Area is described by a radius and the radius may range from one-tenth of a mile up to two and a half miles.

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.

During the Term of the Franchise Agreement, we will not own, acquire, establish and/or operate, nor license and/or franchise any other person to establish or operate a Financial Center in the Protected Area, with one exception: if there is an opportunity to acquire an independent money service businesses that existed in your Protected Area at the time you signed the Franchise Agreement, we have the right to acquire and rebrand the business or offer you or another franchisee the right to acquire and rebrand the business as a Family Financial Centers franchised business. This territorial protection applies regardless of whether you are developing the Standard Model or the Store 'N' Store Model.

Your territorial protection is not dependent upon achievement of a certain sales volume, market penetration or other factors other than compliance with the Franchise Agreement. There are no circumstances under which the Protected Area may be altered prior to expiration or termination of the Franchise Agreement. You will have no right of first refusal, and you will not have any similar rights to acquire additional franchises or establish additional Financial Centers. Upon termination, abandonment, closure or relocation, the Protected Area will no longer belong to you.

You may not relocate your Financial Center from the Approved Location unless you obtain our prior written approval of your request to relocate, which request must meet certain criteria. The substitute location must be within the Protected Area of the Financial Center. Among other factors, we will assess your financial ability to meet the necessary costs incurred in relocating. We are not required to approve any relocation request. If you qualify to relocate, we will require that you enter into our then-current form of Franchise Agreement (replacing your existing franchise agreement) for the remainder of the term of your franchise.

Although you will not pay an initial fee for entering into our then-current form of franchise agreement (as it will cover only the remainder of the term of your existing franchise), we will charge a fee for the relocation of a franchise to include our costs for the evaluation of you, your proposed site, the documentation of your proposed location and the replacement franchise agreement (*See* Item 6).

ITEM 13
TRADEMARKS

Under the Franchise Agreement, you will be granted the right to establish and operate a Family Financial Center under the Proprietary Marks, including "FAMILY FINANCIALCENTERS®" and such other trademarks, trade names and service marks as we may designate as part of the System. The following marks are registered on the Principal Register of the United States Patent and Trademark Office and all required affidavits and renewals have been filed:

Mark	Registration No.	Registration Date
Family Financial Centers	3136731	August 29, 2006
Family Financial Centers (logo)	3136904	August 29, 2006

There is no currently effective material determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court and no pending infringement, opposition or cancellation proceeding or any pending material litigation involving the Marks.

There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We know of no superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks.

You may use the Proprietary Marks only for the purpose of operating and advertising the Franchised Business, in accordance with our standards. You may not use the Proprietary Marks in your corporate name and every use of the "FAMILY FINANCIALCENTERS®" mark as a service mark or trade name or other identifier(s) of the Franchised Business must be in conjunction with the suffix or other words or phrases more specifically identifying the Franchised Business in the exact format that we prescribe. You must comply with our requirements and all requirements imposed by the jurisdiction in which you operate the Franchised Business concerning fictitious name usage.

You may not cause or allow all or any recognizable portion of the Marks to be used or displayed as all or part of an e- mail address, Internet domain name, uniform resource locator ("URL") or metatag or in connection with any Internet home page, web site or any other Internet-related activity (such as FACEBOOK, INSTAGRAM, TWITTER or TIK TOK) without our express written consent and then, only in a manner and under the procedures, standards and specifications that we establish. You may not use the Marks or display the Copyrighted Works in any promotional materials or on any website, except as we expressly authorize. You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks or any challenge to our ownership of, our right to use and to license others to use or our right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, the cost of your defense, including the cost of any judgment or settlement, will be borne by us. However, if we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, the cost of your defense, including the cost of any judgment or settlement, will be your responsibility. In any litigation relating to your use of the Proprietary Marks, you must sign all documents and do such acts as we may require to effectively carry out your defense or prosecution, including becoming a nominal party to any legal action. We will reimburse you for your out-of-pocket expenses for these acts, except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement.

We may designate new, modified or replacement marks for your use and require you, at your own expense, to use them in addition to or instead of any of the previously designated Proprietary Marks. These requirements may include, among things, conducting business under a different trade name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No registered patents or copyrights are material to the operation of your Franchised Business. There are no pending patent applications that are material to the franchise.

We do, however, claim copyright and trade secret protection for many elements of the System, including the Manuals, the design elements of the Marks, our product packaging, advertising and promotional materials and the content and design of our website ("Copyrighted Works"). You and your principals and employees also must maintain the confidentiality of all trade secrets, the Standards and other elements of the System, all customer information, all information contained in the Manuals and any additional information that we designate as "Confidential Information." Any of your principals who do not sign the Guarantee Provision and all employees with access to Confidential Information must sign a confidentiality and non-compete agreement in the form that we designate.

You must promptly notify us of any apparent infringement of or challenge to your use of any of the Copyrighted Works or Confidential Information. We are not required to take affirmative action when notified of a claim or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Copyrighted Works or Confidential Information or if the proceeding is resolved unfavorably to you but will take whatever action we determine to be appropriate under the circumstances. We have the right to control all administrative proceedings or litigation involving the Copyrighted Works and we will control administrative proceedings or litigation involving Confidential Information. If we or our affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Copyrighted Works or Confidential Information, you must sign all documents and perform such acts and things as may, in the opinion of our counsel, be necessary to carry out the defense or prosecution.

You may not display the Copyrighted Works in any promotional materials or on any website, except as we expressly authorize. You may not, and you must use your best efforts to ensure that no other person discloses or uses (except as authorized by the Franchise Agreement) any of the contents of the Manuals or any other trade secrets, whether during or after the term of your Franchise Agreement.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. No currently effective agreement limits our rights to use and/or license our copyrights. We have no obligation to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the copyrights' ownership, use, or licensing. You may not use any of our Copyrighted Works on the Internet without our written permission. This includes displaying the Copyrighted Works on commercial websites, gaming websites and social networking websites (such as FACEBOOK, INSTAGRAM, TWITTER or TIK TOK).

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

If the franchisee is an individual, the individual franchisee must directly supervise the Financial Center on its premises. If the franchisee is a corporation or other legal entity, a person who owns at least 50% of the corporate entity ("**Operating Principal**") must provide day-to-day onsite supervision. The Operating Principal must complete the initial training program.

You must hire all employees of the franchised business and are solely responsible for the terms of their work, training, compensation, management, promotions, terminations and oversight. Manuals may regulate or provide guidance to you as to the Financial Center's staffing levels, identifying the Financial Center's management personnel, employee qualifications, their dress and appearance. However, your employees are under your day-to-day control. You must communicate clearly with your employees in your employment agreements, employee manuals, human resources materials, written and electronic correspondence, paychecks and other materials that you (and only you) are their employer and we, as the franchisor, are not their employer and do not engage in any employer-type activities (including those described above) for which only you are responsible.

Each of your principals must sign a Guarantee Provision after the signature page of the Franchise Agreement. The Guarantee Provision states that Guarantor(s) personally guarantee that you will perform all obligations under the Franchise Agreement in a timely manner and according to the Franchise Agreement's terms. "Principal" is defined as you and your spouse if you are an individual or all persons who hold an ownership interest in you if you are a corporation, partnership, limited liability company or other legal entity. If any person holding an ownership interest in you is a corporation, partnership, limited liability company or other legal entity, then the term principal includes all persons holding an ownership interest in such entity. You, all owners of the franchised business, all spouses and Principals must sign the Guarantee Provision, meaning that those individuals are personally, jointly and severally liable for the obligations of the franchisee under the Franchise Agreement. Any individuals with access to confidential information (such as your manager) must sign the confidentiality and non-competition agreement (Attachment E of the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer, sell and provide all products and services that we have authorized for sale at your Financial Center and only the products and services we have approved for sale. All products and services must be offered in strict conformity with our methods, standards and specifications. We have the right to add, eliminate or modify authorized goods and services. There are no contractual limitations on our rights to make these changes.

You must keep the Financial Center open and operating on the days and during the hours we designate, subject to the applicable lease, local law or licensing limitations. Our mandatory hours of operation will be communicated to you via the Manual or otherwise in writing.

We have and may in the future, develop relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services and other products and services ("**Approved Vendors**"). Concerning any product or service for which we have established one or more Approved Vendors, you agree to do business with such Approved Vendors and participate in all required programs according to their terms.

We do not restrict you from doing business with any customers. However, without our prior written approval, you may not:

i) market the Financial Center outside the protected area;

ii) solicit business outside the Protected Area; or

iii) sell products or services over the Internet.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a) Length of the franchise term	Section 2.A.	15 years.
b) Renewal or extension of the term	Section 2.B.	If you are in good standing, you may renew for two additional five-year terms.
c) Requirements for franchisee to renew or extend	Section 2.B.	Provide notice; may not be in default of Franchise Agreement or any other agreement; must renovate and modernize the Financial Center to conform to our then-current image; you and employees must be in compliance with our then-current training requirements; you must have the right to possess the Financial Center premises or have secured a substitute location; you and all guarantors must sign a release; must have operated substantially under the Franchise Agreement throughout the term If we permit you to renew, you must sign our then current form of Franchise Agreement must pay the renewal fee. See Item 6. Our then- current form of Franchise Agreement may contain terms and conditions materially different from our current agreement, including different royalty fees and/or advertising obligations. The Franchise Agreement also contains a hold over provision which states if the Franchise Agreement expires and you continue to operate the Financial Center after expiration, we may, at our option, declare you to be holding over, and the Royalty Fee during any hold over period will be 150% of the Royalty Fee due under the Franchise Agreement. See Item 6.
d) Termination by franchisee	No provision	Not Applicable
e) Termination by franchisor without cause	No provision	Not Applicable
f) Termination by franchisor with cause	Section 18	We can only terminate if you are in default.

Provision	Section in Franchise Agreement	Summary
(g) Cause defined – curable defaults	Section 18.B.	You have 10 days (or the period provided by state law) to cure defaults related to: (1) your refusal to maintain and operate the Financial Center in compliance with the Franchise Agreement, the System, or the Manual; (2) your failure to pay amounts due us, our affiliates, approved vendors, or approved suppliers; (3) your failure to comply with any material federal, state, or local law or regulation applicable to the operation of the Financial Center; (4) your failure to pay the Initial Franchise Fee, ongoing fees, contributions, or amounts due for purchases from us or our affiliates; (5) your failure on three or more separate occasions within any 12 month consecutive period to comply with any provision of the Franchise Agreement, or any mandatory provision of the Manual; or (6) your breach of any other term, condition or provision in the Franchise Agreement.
h) Cause defined – non-curable defaults	Section 18.A. Section 18.C.	Non curable defaults include: (1) bankruptcy, foreclosure, or insolvency; (2) misrepresentation or omission of material facts in acquiring your franchise; (3) failure to complete the required initial training, failure to open the Financial Center for business by the Opening Date; (4) unauthorized use or disclosure of any Confidential Information or disclosure of any portion of the Manual; (5) temporary or permanent appointment of receiver or trustee; (6) loss of right of possession of all or a significant portion of the Financial Center premises; (7) violation of any provision in the Franchise Agreement concerning the Marks or Copyrighted Information; (8) unauthorized transfer of interest; (9) abandonment or fail to operate the Financial Center for more than 5 consecutive days; or (10) in the event you or any owner of greater than 20% interest in you is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in our sole opinion, to materially and unfavorably affect the System, or our Marks, goodwill or reputation.
i) Franchisee's obligations on termination/non-renewal	Section 19	Obligations include ceasing to hold yourself out as a franchisee or former franchisee; cancelling fictitious or assumed name; transferring to us the Financial Center's telephone number; at our option; assign to us your interest in the lease for the Financial Center premises; sell to us any of the Financial Center's assets that we elect to purchase; and comply with post term

Provision	Section in Franchise Agreement	Summary
		obligations (also see r), below)
j) Assignment of contract by franchisor	Section 17.B.	No restriction on our right to assign our interest in the Franchise Agreement or to transfer any of our assets.
k) Transfer by you – definition	Section 17.C.	Includes transfer of Franchise Agreement, transfer of the assets of the Franchised Business, and ownership changes.
l) Franchisor approval of transfer by franchisee	Section 17.D.	We have the right to approve all transfers but will not unreasonably withhold approval.
m) Conditions for franchisor's approval of transfer	Section 17.D.	We may condition our approval on satisfaction of the following: all monetary obligations must be satisfied; you must be in full compliance with the Franchise Agreement and all other agreements; you and each Principal must sign a release; the transferee must meet our criteria for new franchisees; at our election, the transferee either must assume your obligations under the Franchise Agreement or sign our then-current form of Franchise Agreement for the remainder of the franchise term left on your agreement; the transferee must agree to refurbish the Financial Center; you must agree to remain liable for all pre-transfer obligations; the transferee must comply with our then-current training requirements; the economic terms of the transfer may not, in our opinion, materially and adversely affect the post transfer viability of the Franchised Business. You also must pay the transfer fee stated in the Franchise Agreement. See Item 6.
n) Franchisor's right to first refusal to acquire franchisee's business	Section 17.G.	We may match any bona fide offer to purchase your business.
o) Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p) Death or disability of franchisee	Section 17.F.	Rights may pass so long as transfer is completed within 120 days of death.
q) Non-competition covenants during the term of the franchise	Section 14	During the term, neither you nor any principal may be involved in any business in which check cashing or other financial services comprise more than 5% of total sales of the business.

Provision	Section in Franchise Agreement	Summary
r) Non-competition covenants after the franchise is terminated or expires	Section 14	For a two-year period following termination or expiration of the franchise, neither you nor any principal may be involved in any business in which check cashing or other financial services comprise more than 5% of the total sales of the business and which is located (1) at the former Financial Center location, (2) within 10 miles of the former Financial Center location, or (3) within 10 miles of any other FAMILY FINANCIAL CENTERS® Financial Centers.
s) Modification of the agreement	Section 22.B.	The Franchise Agreement may be modified only by a written document signed by both parties
t) Integration/merger clause	Section 22.A.	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and Franchise Agreement may not be enforceable.
u) Dispute resolution by negotiation and litigation	Section 23.A. & B.	Disputes will first be attempted to be resolved by negotiation, according to the Manual. Any dispute that cannot be resolved through negotiation will be resolved through litigation in either the Court of Common Pleas of Bucks County, Pennsylvania, or the U.S. District Court for the Eastern District of Pennsylvania.
v) Choice of forum	Section 23.D.	Either party can apply to any court of competent jurisdiction for injunctive relief, and both parties consent to the personal jurisdiction of the Pennsylvania state courts and the U.S. District Court for the Eastern District of Pennsylvania. These provisions are subject to applicable state law. See the State Appendix State Specific Addenda to Franchise Agreement.
w) Choice of law	Section 23.C.	Pennsylvania law applies, subject to applicable state law. See the State Appendix and State Specific Addenda to Franchise Agreement.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about its franchised and/or franchisor-owned outlets 'actual or potential financial performance, 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 contained 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 (e.g., providing information about possible performances at a particular location or under a particular circumstance).

Written substantiation for the financial performance representation will be made available to you upon reasonable request. We recommend you make your own independent investigation to determine whether or not the franchise maybe profitable and that you consult with an accountant, an attorney, and other advisors before you sign the Franchise Agreement.

The following Table No. 1 reflects the amount of check-cashing fees, check volume (the number of physical checks processed [as differentiated from the dollar amount of the checks]), and the number of checks received in the 51 FFC franchised Financial Centers that were open and active as of January 2023 and that were in operation for the full calendar year of 2023.

Table No. 1

SUMMARY NUMBERS FOR ALL FRANCHISED FINANCIAL CENTERS AND GRAND TOTAL SUMMARY DURING THE FISCAL YEAR ENDED DECEMBER 31, 2023

(51) Franchises Operating as Standard Franchise & Store 'n Store			
	Check Fees	**Check Volume**	**# of Checks**
Totals	$13,411,912	$919,891,626	405,490
Averages	$262,979	$18,037,091	7,951
Median	$150,618	$7,200,842	11,460
High for Tier	$1,184,765	$156,513,927	13,825
75th Percentile	$364,439	$20,554,111	10,993
25th Percentile	$91,999	$3,669,049	4,443
Low for Tier	$8,901	$349,785	501

NOTES:

Note 1. The fees shown in Table No. 1 represent only the fees collected by FFC Financial Centers through the cashing of checks. The Financial Centers also earn fees from the sale of other products like money orders, wire transfers, electronic bill payments, gift card buybacks, gold, tax preparation, stamps, copies, lottery tickets, and other services. Because the fees collected for these services can vary significantly from location to location, and the fact that not all of the Financial Centers offer all of these products, we have excluded these revenues from the table below to provide you with a consistent basis for the averages described below.

Note 2. The check-cashing fees, check volume, and the number of checks cashed listed in Table No. 1 were obtained solely from the monthly data FFC franchisees monthly submitted to us for royalties as required in the Franchise Agreement and from our unaudited records. Our independent accountants and we do not independently audit these amounts reported to us by franchisees.

Note 3. Table No. 1 only includes Financial Centers operating under the Standard Franchise or “Store ‘N Store” Franchise models and excludes four locations within convenience stores and three automated check cashing machines.

Note 4. Table No. 1 Low for Tier numbers represent the lowest sales reported. Four additional locations were open and held an active check cashing license, however, no sales were reported so it was not included in Item 19.

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

Other than the above representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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, 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 Paul W. Eckert, 99 Lantern Drive, Suite 101, Doylestown, PA 18901, 215-230-5508, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLETS SUMMARY FOR YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	48	53	5
	2022	53	57	3
	2023	57	55	-2
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Facilities	2021	48	53	5
	2022	53	57	3
	2023	57	55	-2

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2021 TO 2023

State	Year	Number of Resales/Transfers
Alabama	2021	1
	2022	0
	2023	0
Louisiana	2021	0
	2022	0
	2023	1
Pennsylvania	2021	0
	2022	1

State	Year	Number of Resales/Transfers
	2023	1
Totals	2021	1
	2022	1
	2023	2

Table No. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
California	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Connecticut	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Delaware	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Florida	2021	1	1	0	0	0	0	2
	2022	2	3	1	0	0	0	4
	2023	4	0	0	0	0	0	4
Georgia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
Indiana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Louisiana	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Massachusetts	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2023	2	0	0	0	0	0	2
New Jersey	2021	12	0	0	0	0	0	12
	2022	12	1	0	0	0	0	13
	2023	13	0	0	0	0	0	13
New York	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	21	5	0	0	0	1	25
	2022	25	2	0	0	0	0	27
	2023	27	0	0	0	0	3	24
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
TOTAL	2021	48	7	1	0	0	1	53
	2022	53	5	0	0	0	1	57
	2023	57	1	0	0	0	3	55

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
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

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Georgia	1	1	0
Pennsylvania	1	1	0
Totals	2	2	0

Exhibit I lists all current franchisees' names, addresses, and telephone numbers of their businesses on December 31, 2023.

Exhibit I also lists the name, city, and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year, or who has not communicated with us within ten (10) weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their System experience. You may wish to communicate with current and former franchisees but know that not all such franchisees can communicate with you.

We have not formed and are not aware of any trademark-specific franchisee organizations associated with the System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E are our audited balance sheets as of December 31, 2023, 2022, and 2021, related statements of operations, members' equity and cash flows for the years then ended.

ITEM 22
CONTRACTS

Attached as Exhibit D to this disclosure document is a copy of the Franchise Agreement and the following attachments to the Franchise Agreement:

A. Glossary of Additional Terms
B. Data Sheet
C. Statement of Ownership Interests and Franchisee's Guarantor(s)
D. Approved Location & Protected Area Addendum
E. Confidentiality and Noncompetition Agreement
F. Electronic Debit Authorization
G. Telephone Number Assignment Agreement
H. Lease Rider Agreement
I. ADA Certification
J. Small Business Administration Addendum
K. State Addenda

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document appear as Exhibit K. Please return one copy to us and retain the other for your records.

FAMILY FINANCIAL CENTERS, LLC
STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

NEW YORK DISCLOSURE

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added to the end of Item 3:

Except as described above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a 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 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 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 upon the franchisee by Article 33 of the General Business Law of the State of New York.

EXHIBIT A

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OPERATING MANUAL TABLE OF CONTENTS

EXHIBIT B

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California
Department of Financial Protection & Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

Hawaii
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois
Office of Attorney General
500 S. Second Street
Springfield, Illinois 62701
(217) 782-4465

Indiana
Franchise Section
Securities Division
302 W. Washington St., Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7042

Michigan
Consumer Protection Division
Antitrust and Franchise Unit
Department of Attorney General
525 W. Ottawa St.
G. Mennen Williams Bldg., 1st Floor
PO Box 30212
Lansing, Michigan 48909
(517) 335-7622

Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8222

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island
Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

South Dakota
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507
(360) 902-8760

Wisconsin
Franchise Administrator
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
(608) 266-8557

EXHIBIT C

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

New York

Secretary of State of the State of New York
One Commerce Plaza
99 Washington Avenue Albany, New York 12231

Pennsylvania

General Counsel
Family Financial Centers, LLC
99 Lantern Drive, Suite 101
Doylestown, Pennsylvania 18901

EXHIBIT D

FRANCHISE AGREEMENT

FAMILY FINANCIAL CENTERS

FRANCHISE AGREEMENT

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Page Number

ATTACHMENTS

FAMILY FINANCIAL CENTERS, LLC
FRANCHISE AGREEMENT

THIS FAMILY FINANCIAL CENTERS, LLC, FRANCHISE AGREEMENT (this "**Agreement**"), is made and entered into on______ (the "**Effective Date**") by and between Family Financial Centers, LLC, ("**FFC**") and _________, a [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of]_________ ("**Franchisee**"). FFC and the Franchisee may be referred to herein collectively as the "parties," and either of the parties may be referred to herein as a "party."

BACKGROUND

A. FFC has developed and owns a proprietary business format and system (the "**System**") for operating a business offering a wide range of financial products and services, which may include check-cashing, money orders, wire transfers, electronic bill payment, fax and copier services, tax preparation services and bookkeeping services ("**Financial Center**").

B. The System includes a distinct interior and exterior design, décor, color scheme, graphics, fixtures, and furnishings, operating and customer service standards and procedures, advertising and marketing specifications and requirements and other standards, specifications, techniques, and procedures that FFC designates ("**Standards**").

C. The System is identified by a distinctive trade dress, the trade name, and service mark "FAMILY FINANCIAL CENTERS®" and logo, and other trademarks, service marks, logos, tag lines, slogans and other indicia of origin that FFC designates to identify Financial Centers operating under the System ("**Marks**").

D. Franchisee has applied for the right to operate a Financial Center using the System and Marks ("**Franchised Business**").

E. FFC has approved Franchisee's application in reliance on the representations contained therein, including those concerning Franchisee's financial resources, business experience and interests and how the Financial Center shall be owned and operated.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

1. GRANT OF FRANCHISE, TERRITORIAL PROTECTION

A. Grant

Subject to the provisions of this Agreement, FFC hereby grants Franchisee the nonexclusive right ("**Franchise**") to continuously operate a Financial Center at the Approved Location identified or to be identified location (*see* Attachment B and Attachment D) to offer and sell products and services that FFC prescribes from the Financial Center premises and to use the Marks in the operation of the Franchised Business. Franchisee hereby undertakes the obligation and agrees to operate the Franchised Business strictly according to the terms and conditions of this Agreement.

B. Protected Area

During the initial term and all renewal terms, provided that Franchisee is in full compliance with this Agreement and all other agreements between Franchisee and FFC, FFC shall neither operate nor grant others the right to operate another Financial Center in the protected area identified on Attachment B (the "**Protected Area**"). This protection does not preclude FFC from granting a franchise to Franchisee or another franchisee at a location within the Protected Area that was the site of an existing independent money service business when Franchisee's franchise was granted. FFC retains for itself all other rights, including to market, solicit, sell and grant other individuals and persons the right to market, solicit and sell its authorized products and services through the Internet or otherwise to individuals residing in Franchisee's Protected Area. Additionally, FFC retains the right to operate and grant the right to operate a Financial Center anywhere outside the Protected Area. Franchisee may neither advertise nor solicit business outside the Protected Area without FFC's prior written consent. Franchisee's Protected Area is stated in Attachment B to this Agreement or Attachment D to this Agreement if Franchisee's Approved Location is unknown upon the Effective Date and defined using the methodology outlined in Item 12 of the Franchise Disclosure Document.

2. TERM AND RENEWAL

A. Initial Term

The initial term of this Agreement ("**Initial Term**") begins on the Effective Date and expires on the Expiration Date, listed on Attachment B, unless this Agreement terminates at an earlier date according to Section 18 of this Agreement.

B. Renewal Term

At the expiration of the Initial Term, Franchisee shall have an option to remain a franchisee at the Approved Location for two additional five-year renewal terms. Franchisee must give FFC written notice of whether or not Franchisee intends to exercise Franchisee's renewal option no less than eight months, but not more than 12 months, before the expiration of the then-current term. Failure to timely provide the required written notice constitutes a waiver of Franchisee's option to remain a franchisee beyond the expiration of the then-current term. If Franchisee desires to exercise Franchisee's renewal options (*see* paragraph above), Franchisee must comply with all of the following conditions before and at the end of the then-current term:

i. Franchisee may not be:

   (a) in default under this Agreement or any other agreements between Franchisee and FFC or its Affiliates;

   (b) beyond the applicable cure period of any real estate lease, equipment lease or financing instrument relating to the Franchised Business or Financial Center; or

   (c) beyond the applicable cure period with any vendor or supplier to the Franchised Business or Financial Center.

ii. For twelve (12) months before the date of Franchisee's notice and twelve (12) months before the expiration of the then-current term, Franchisee may not be Default beyond the applicable cure period under this Agreement or any other agreements between Franchisee and FFC or its Affiliates.

iii. Franchisee must renovate and upgrade the Financial Center premises and all fixtures, furniture, equipment, signage and graphics, at Franchisee's expense, to reflect the then-current image of Financial Centers, which renovations may include structural changes, remodeling, redecoration and modifications to existing improvements.

iv. Franchisee and Franchisee's employees must comply with FFC's then-current training requirements.

v. Franchisee must have the right to remain in possession of the Financial Center premises or have secured other premises acceptable to FFC for the renewal term.

vi. All monetary obligations owed to Franchisee's landlord must be current.

vii. All individuals who have executed this Agreement and all guarantors of Franchisee's obligations under this Agreement must execute a general release and a covenant not to sue, in a form satisfactory to FFC, of any claims against FFC and its Affiliates and its respective past and present officers, directors, shareholders, agents and employees in their corporate and individual capacity, including claims arising under federal, state and local laws, rules, and ordinances, claims arising out of or relating to this Agreement, any other agreements between Franchisee and FFC or its Affiliates, Franchisee's operation of the Franchised Business and Financial Center and the offer and grant of the franchise opportunity.

viii. As determined by FFC in its sole discretion, Franchisee has operated the Franchised Business and the Financial Center under this Agreement and with the System (as set forth in the Manuals or otherwise and as revised from time to time by FFC) and Franchisee has operated any other FFC franchises in which Franchisee have an interest under the applicable Franchise Agreement and with the System.

Within four (4) months after FFC's receipt of written notice of Franchisee's desire to renew, FFC shall advise Franchisee whether or not Franchisee is entitled to remain a franchisee for the renewal term. If FFC intends to permit Franchisee to remain a franchisee for the renewal term, FFC's notice shall contain preliminary information regarding the required renovations and modernizations (*see* subsection (2) above). If FFC does not intend to permit Franchisee to remain a franchisee for the renewal term, FFC's notice shall specify the reasons for non-renewal. If FFC chooses not to permit Franchisee to remain a franchisee for the renewal term, it shall have the right to unilaterally extend the then-current term of this Agreement as necessary to comply with applicable laws. If Franchisee remains a franchisee for the renewal term, FFC shall deliver to Franchisee for execution a then-current Franchise Agreement at least one month before the expiration of this Agreement. The form of renewal Agreement shall be FFC's then-current Franchise Agreement (or if FFC is not then granting franchises for Financial Centers, that form of Agreement as specified by FFC) and likely shall differ from this Agreement and may reflect, among other things, different royalty fee and advertising obligations.

Franchisee must execute the Franchise Agreement for the renewal term and return the signed Agreement to FFC, along with the Renewal Fee in the amount reflected on Attachment B, before the expiration of the then-current term. Failure to sign the Franchise Agreement and return it to FFC (along with payment of the Renewal Fee) within this period shall be deemed an election not to renew the franchise.

If this Agreement expires and Franchisee continues to operate the Financial Center after expiration, FFC may, at its option, declare Franchisee to be holding over. In such event, the terms of this Agreement shall govern the parties' relationship provided that: (1) either party may terminate the relationship at any time, for any reason or no reason, by delivering to the other party written notice of termination and (2) the Royalty Fee due and payable during such holdover period shall be one hundred and fifty percent (150%) of the Royalty Fee due and payable under this Agreement.

3. DEVELOPMENT PROCEDURES

A. Selecting a Franchise Site

Franchisee must identify and acquire a Financial Center site within one hundred and eighty (180) days after the Effective Date of this Agreement ("**Site Selection Deadline**"). The site must (i) be located within the Site Selection Area identified in Attachment B, (ii) meet FFC's Standards for Financial Center size and location, and (iii) be otherwise acceptable to FFC. After identifying a site, the parties shall mutually agree on an opening date ("**Opening Deadline**"), which shall be no later than one hundred and eighty (180) days from the date Franchisee take possession of the site. Franchisee shall execute Attachment B and Attachment D of this Franchise Agreement to reflect the Site Selection Deadline and Opening Deadline.

B. FFC's Approval of Proposed Franchise Site

For each proposed site that Franchisee identify, Franchisee must submit to FFC a Franchise Site Application including such information about the site as FFC may reasonably request to perform its evaluation ("**Proposed Location**"). This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, characteristics of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site), the size, appearance and other physical characteristics and a site plan of the premises (the "**Documents**"). FFC shall approve or refuse to approve the Proposed Location within thirty (30) days after receiving the Documents and any additional information as FFC may reasonably require. FFC's failure to provide notification within this period shall not be considered either approval or disapproval. If FFC approves a Proposed Location for Franchisee's Financial Center ("**Approved Location**"), Franchisee must immediately execute the addendum attached as Attachment D to this Agreement.

The parties acknowledge and agree that FFC's site approval is not an assurance that the Financial Center shall achieve a particular sales volume or profitability level. FCC's approval means only that the proposed site meets FFC's minimum criteria for Financial Centers. Further, FFC assumes no liability or responsibility for:

i. Evaluation of the Financial Center Location's soil for hazardous substances;

ii. Inspection of any structure on the Financial Center location for asbestos or other toxic or hazardous materials;

iii. Compliance with the Americans with Disabilities Act ("ADA"); or

iv. Compliance with any other applicable law.

It is Franchisee's sole responsibility to obtain satisfactory evidence and/or assurances that the Financial Center location (and any structures thereon) is free from environmental contamination and is in compliance with the ADA requirements and other applicable laws.

C. Lease and Lease Rider

If Franchisee proposes to occupy the Financial Center premises according to a lease or sublease, the lease or sublease may not prevent Franchisee from performing Franchisee's obligations under this Agreement. FFC may condition its approval of a Proposed Location on Franchisee's agreement to enter into a lease with the landlord that contains the terms and conditions of this Agreement. FFC's approval of a lease/sublease (if any) is conditioned upon Franchisee and lessor/sublessor executing FFC's then-current lease rider attached to this Agreement as Attachment H. Franchisee must deliver to FFC a fully executed copy of the lease and lease rider within ten (10) days after execution.

The parties acknowledge and agree that FFC's approval of a lease does not mean that the lease's economic terms are favorable; it means only that the lease contains the lease terms that FFC requires.

D. Relocation

Franchisee may only relocate the Financial Center within the Protected Area with FFC's prior written consent. FFC shall grant its consent if Franchisee's lease expires or terminates through no fault of Franchisee or if the Financial Center premises are destroyed or materially damaged by fire, flood, or other natural catastrophes ("**Innocent Loss or Casualty**") and Franchisee is not in default of this Agreement or any other agreements between the parties. Selection of the relocation site and Financial Center construction, renovation and opening shall be governed by Sections 3, 4, and 5 of this Agreement. If the relocation occurred because of an Innocent Loss or Casualty, the Financial Center must be open for business at the new location within one hundred and eighty (180) days of the previous location's closure. If the relocation occurred for any other reason, the Financial Center must be open for business at the new location within five (5) days of the previous location's closure. Franchisee is solely responsible for all relocation costs and expenses.

4. DRAWINGS, CONSTRUCTION AND RENOVATION

A. Specifications and Drawings

Franchisee agrees to assume all costs, liabilities and expenses for developing, constructing, and equipping the Financial Center. FFC shall provide Franchisee with sample drawings and specifications for a standard Financial Center, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront and color schemes. It is the Franchisee's responsibility to prepare all required construction plans and specifications to suit the Financial Center's shape and dimensions. Franchisee must ensure that these plans and specifications comply with applicable ordinances, building codes, permits and leases. Franchisee shall only use registered architects, registered engineers and professional and licensed contractors.

Franchisee must submit proposed construction plans, specifications and drawings for the Financial Center ("**Plans**") to FFC and shall, upon FFC's request, submit all revised or "as-built" Plans during such construction. FFC shall notify Franchisee of its approval or disapproval of the Plans within 30 days of FFC's receipt. Once the Plans FFC approves the Plans, no substantial change is allowed to the approved Plans without FFC's prior written approval. FFC shall approve or disapprove Plan changes within ten (10) business days of FFC's receipt.

Franchisee may not begin site preparation or construction before FFC has approved the Plans. All construction must be under Plans approved by FFC and must comply with the Standards and applicable laws, ordinances, local rules and regulations.

B. Commencement and Completion of Construction and Build-out

Construction shall be performed or supervised by a general contractor or construction manager of Franchisee's choice, subject to the requirements of Section 4.A., above. Once construction has commenced, it shall continue uninterrupted, except for interruption caused by any act of God, strike, lock-out or other industrial disturbance, war, riot, epidemic, fire or other catastrophes, government act or other third party and any other cause not within the control of the party affected thereby ("**Force Majeure**"), until completed. If events constituting Force Majeure cause a delay in the commencement of the construction or build-out of the Financial Center, FFC shall proportionately extend the Opening Deadline for the Financial Center. Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed and the Financial Center shall be furnished, equipped and otherwise be ready to open for business under this Agreement no later than the Opening Deadline specified in Attachment B.

Franchisee agrees, at Franchisee's sole expense, to do or cause to be done the following by the Opening Deadline:

i. Obtain and maintain all required licenses, building, utility, sign, health, sanitation, business and other permits and licenses applicable to the Franchised Business;

ii. Make all required improvements to the Financial Center location and decorate the Financial Center's exterior and interior in compliance with the Plans approved by FFC; and

iii. Purchase or lease and install all specified and required fixtures, equipment, furnishings and interior and exterior signs required for the Financial Center.

C. Acquisition of Necessary Furnishings, Fixtures, and Equipment

Franchisee agrees to use only the fixtures, furnishings, equipment and signs that FFC has approved for Financial Centers development and operation. Franchisee further agrees to place or display at the Financial Center location (interior and exterior) only those signs, emblems, lettering, logos, and display materials that FFC approves in writing from time to time.

Franchisee agrees to purchase or lease approved brands, types or models of fixtures, furnishings, equipment and signs only from suppliers designated or approved by FFC, which may include FFC. If Franchisee proposes to purchase, lease or otherwise use any fixtures, furnishings, equipment or signs which have not been approved by FFC, Franchisee must first notify FFC in writing and must, at Franchisee's sole expense, submit upon FFC's request sufficient specifications, photographs, drawings and/or other information or samples for a determination as to whether those fixtures, furnishings, equipment and/or signs comply with FFC's specifications and Standards. Franchisee agrees to pay all furnishing, fixtures, and equipment costs and expenses no later than thirty (30) before the opening of Franchisee's franchise location. FFC shall, in its sole discretion, approve or disapprove the items and notify Franchisee within thirty (30) days of the receipt of the request.

5. FINANCIAL CENTER OPENING

Franchisee shall not open and FFC does not authorize the opening of the Financial Center, unless Franchisee has met the following conditions:

i. Franchisee is not in:

(a) material default under this Agreement or any other agreement with FFC;

(b) default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Financial Center; or

(c) default beyond the applicable cure period with any vendor or supplier of the Financial Center;

ii. Franchisee is current on all obligations due to FFC;

iii. FFC is satisfied that the Financial Center was constructed and/or renovated substantially under the Plans approved by FFC and applicable federal, state and local laws, regulations, and codes;

iv. If the Financial Center location is leased, FFC received a copy of the fully executed lease and lease rider;

v. Franchisee obtained a certificate of occupancy and any other required occupational licenses and all health, safety, and/or fire department certificates;

vi. Franchisee certified in writing to FFC that the installation of items of furnishings fixtures, equipment, signs, computer terminals, related equipment, supplies and other items was successful;

vii. Franchisee's Operating Principal has attended and successfully completed FFC's initial training program to FFC's satisfaction;

viii. FFC determined that under the terms of this Agreement, the Financial Center is constructed and/or renovated, equipped substantially and Franchisee properly train personnel upon and after hire;

ix. Franchisee furnished copies of all insurance policies to FFC required by Section 16 and all such insurance is in full force and effect;

x. Franchisee executed agreements with FFC's designated vendors for the provision of authorized services; and

xi. Franchisee deposited into Franchisee's operating bank account at least sixty thousand dollars ($60,000) to be used as Franchisee's opening cash inventory.

6. FEES

A. <u>Initial Franchise Fee</u>

Franchisee shall pay FFC an Initial Franchise Fee in the amount specified in Attachment B ("**Initial Franchise Fee**"). Franchisee acknowledges and agrees that the Initial Franchise Fee is non-refundable and fully earned upon FFC's receipt.

B. Royalty Fee

Franchisee shall pay FFC a nonrefundable and continuing Royalty Fee in the amount specified in Attachment B for the right to use the System and the Marks at the Approved Location and in connection with the operation of the Franchised Business (**"Royalty Fee")**. If any government agency levies any taxes, fees or assessments on Franchisee's payment of Royalty Fees (except taxes imposed on FFC's net taxable income), Franchisee shall reimburse FFC the amount of those taxes, fees or assessments within thirty (30) days after receiving an invoice from FFC.

C. Advertising Fees

Franchisee also shall spend minimum amounts for local advertising and contribute to FFC's Promotional Fund and Marketing Fund as described in Section 15 of this Agreement ("**Advertising Fees**").

D. Payment of Fees

Franchisee shall complete and execute FFC's then-current Electronic Debit Authorization Agreement, which allows FFC to initiate debit entries to Franchisee's Checking or Savings Account(s) (*see* Attachment F). All Royalty Fees and other amounts owed under this Agreement, including advertising fees and interest charges, shall be received by FFC or credited to a designated FFC account by pre-authorized bank debit before 5:00 p.m. on the date such payment is due ("**Due Date**"). On each Due Date, FFC shall transfer from Franchisee's commercial bank operating account ("**Account**") the amount reported to FFC by Franchisee or as determined by FFC by the records contained in the cash registers/computer terminals of the Financial Center. If Franchisee has not reported to FFC Gross Revenues for any reporting period, FFC shall transfer from the Account, an amount equal to the Minimum Royalty Feeor an amount calculated under its estimate of the Financial Center's Gross Revenues during the reporting period (estimate may be based on, among other things, the historical financial performance of the Financial Center and/or current and historical performance of other Financial Centers). If FFC determines that Franchisee has underreported the Gross Revenues of the Financial Center, underpaid the Royalty Fee or other amounts due to FFC under this Agreement or any other agreement, FFC shall initiate an immediate transfer from the Account in the appropriate amount under the foregoing procedure, including interest as provided in this Agreement. Any overpayment shall be credited against future Royalty Fees and other payments due under this Agreement.

In connection with the payment of Royalty Fees by electronic funds transfer, Franchisee must:

i. Comply with procedures specified by FFC in the Manuals or otherwise in writing;

ii. Perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 6.D.;

iii. Authorize FFC in the form designated by FFC to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee and other amounts payable under this Agreement, including any interest charges; and

iv. Make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof.

Notwithstanding the provisions of this Section 6.D., FFC reserves the right to modify the method by which Franchisee pays the Royalty Fee, Advertising Fees and other amounts owed under this Agreement, including interest charges, upon receipt of written notice by FFC.

Franchisee's failure to have sufficient funds in the Account constitutes a Default of this Agreement according to Section 18. Franchisee is not entitled to set off, deduct or otherwise withhold any Royalty Fees, advertising contributions, interest charges or other monies payable to FFC under this Agreement on the grounds of any alleged nonperformance by FFC of any of its obligations for any other reason. If Franchisee blocks, reverses our debit or otherwise refuses to pay any Royalty Fees, advertising contributions, interest charges or other monies payable under this Agreement, FFC is entitled to one hundred and fifty percent (150%) of all fees previously withheld by Franchisee in addition to any costs of collection as stated below.

E. Interest

Any payments not received by FFC by the Due Date shall accrue interest at the rate of eighteen percent (18%) per annum or the highest lawful interest rate permitted by the jurisdiction in which the Financial Center operates, whichever is less.

F. Partial Payments

No payment by Franchisee or acceptance by FFC of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Franchisee's payments of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect and FFC may accept the partial payments without prejudice to any rights or remedies it may have against Franchisee. Acceptance of payments by FFC other than as set forth in this Agreement or a waiver by FFC of any other remedies or rights available to it according to this Agreement, shall not constitute a waiver of FFC's right to demand payment under the requirements of this Agreement or a waiver by FFC of any other remedies or rights available to it according to this Agreement or under applicable law. Notwithstanding any designation by Franchisee, FFC has the right to apply any of Franchisee's payments to any of Franchisee's past-due indebtedness for Royalty Fees, advertising contributions, purchases from FFC or its Affiliates, interest or any other indebtedness. FFC has the right to accept payment from any other entity as payment by Franchisee. Acceptance of such payment by FFC shall not substitute another entity as a franchisee and/or the Franchisee under this Agreement.

G. Collection Costs and Expenses

Franchisee agrees to pay FFC on demand any costs and expenses incurred by FFC in enforcing the terms of this Agreement, including collecting any monies that Franchisee owes FFC. These costs and expenses include costs and commissions due to a collection agency, reasonable attorneys' fees, expenses incurred in creating or replicating reports demonstrating Gross Revenues of the Financial Center, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the preceding.

7. RECORDKEEPING AND REPORTS

A. Recordkeeping

Franchisee agrees to use computerized cash and data capture and retrieval systems that meet FFC's specifications and record all Financial Center transactions. Franchisee shall keep and maintain complete and accurate books and records of the Franchised Business sufficient to fully report to FFC, under the procedures set forth in the Manuals. Franchisee's books and records shall be kept and maintained using charts of accounts meeting FFC's standards and specifications and generally accepted accounting principles ("**GAAP**"). Franchisee shall preserve all of Franchisee's books, records, and state and federal tax returns for at least five (5) years after preparation or filing or longer if statutorily required (whichever is later) and make copies available to FFC within five (5) days of FFC's written request.

B. Periodic Reports

At Franchisee's expense, Franchisee shall send FFC a quarterly profit and loss statement and balance sheet (both of which may be unaudited) within thirty (30) days after the end of each fiscal quarter. FFC has the right to require that Franchisee provide FFC profit and loss statement and balance sheets at other times requested by FFC. Each profit and loss statement and balance sheet shall be signed by Franchisee or by Franchisee's treasurer or chief financial officer, attesting that the profit and loss statement and balance sheet uses and applies accounting principles consistently and are true, correct, complete, and accurately and wholly reflect the Franchised Business's financial condition.

C. Annual Reports

Franchisee agrees to send FFC profit and loss statements and balance sheets reviewed by a certified public accountant within sixty (60) days after Franchisee's fiscal year-end. The profit and loss statement and balance sheet shall be signed by Franchisee's or by Franchisee's treasurer or chief financial officer, attesting that the financial statements present fairly the financial position and the results of operations of the Franchised Business during the period covered. FFC has the right to require that Franchisee, at Franchisee's expense, submit audited financial statements prepared by a certified public accounting firm acceptable to FFC for any fiscal year or any period or periods of a fiscal year.

D. Other Reports

Franchisee shall submit to FFC for review or auditing forms, reports, records, information, data, insurance and other documentation as FFC may reasonably designate, in the method, time and place reasonably required by FFC, upon request and as specified from time to time in the Manuals or otherwise in writing.

E. Inspection & Audit Rights

FFC or its designee has the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy, and audit Franchisee's books, records, and federal, state and local tax returns, and such other forms, reports, information, and data as FFC reasonably may designate applicable to the operation of the Franchised Business. If an inspection or audit discloses an understatement of Gross Revenues, Franchisee shall pay FFC, within ten (10) days after receipt of the inspection or audit report, the deficiency in the Royalty Fees and advertising contributions plus interest (as stated Section 6.E) from the original due date until the date of payment. If an inspection or audit is made necessary by Franchisee's failure to furnish reports or supporting records, failure to furnish such reports, records or information on a timely basis, or if an understatement of Gross Revenues for the period of any inspection or audit is determined to be greater than two percent (2%), Franchisee also shall reimburse FFC for the reasonable cost of the inspection or audit, including the expenses for attorneys, independent accountants and FFC's employees or designees involved in the inspection or audit (e.g., travel expenses, room, board and compensation). The preceding remedies shall be in addition to all other remedies and rights available to FFC under this Agreement and applicable law.

8. TRAINING, CERTIFICATION, AND ASSISTANCE

A. Training and Certification

Before Franchisee may open the Financial Center for business, Franchisee's Operating Principal must attend FFC's initial training program and complete the course to FFC's satisfaction. The initial training program shall take place at a location and time that FFC designates. If Franchisee's Operating Principal fails to complete training to FFC's satisfaction, FFC may terminate this Agreement. There is no charge for the first two individuals to attend the initial training program. At Franchisee's request, FFC may permit additional individuals to attend the same training program, subject to availability and the payment of reasonable tuition, the amount of which is determined by FFC in its sole discretion.

Franchisee is responsible for all costs and expenses of complying with FFC training and certification requirements, including tuition and registration costs and salary, travel, lodging and dining costs for all of Franchisee's employees who participate in the training.

B. Pre-Opening Assistance

FFC shall provide consultation and advice to Franchisee, as FFC deems appropriate, concerning the development and operation of the Financial Center, building layout, furnishings, fixtures, equipment plans and specifications, employee recruiting, selection, and training, purchasing, inventory control and such other matters as FFC deems appropriate. However, all policies and procedures relating to Franchisee's employee(s) and the employee(s) employment are the Franchisee's policies and procedures as an independent contractor of FFC.

C. Ongoing Assistance

FFC shall advise and consult with Franchisee periodically in connection with the operation of the Financial Center. FFC shall provide Franchisee with knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in management, sales promotion, service concepts, and other areas. FFC may provide these services through visits by FFC representatives to the Financial Center, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications or other communications. If Franchisee requests and FFC agrees to provide on-site assistance, FFC may impose a reasonable fee for the services and is entitled to reimbursement of service-related expenses (e.g., travel and living expenses for FFC's representative providing the on-site assistance).

D. Ongoing Training

FFC reserves the right to hold and require Franchisee to attend annual conferences, refreshers, and supplemental training programs to discuss ongoing changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards and advertising programs. If the conference is mandatory, Franchisee shall not be required to pay a conference fee but are responsible for all travel and living expenses for attendance at the conference. Franchisee's failure to attend any annual conferences, refreshers and supplemental training programs, even if not mandatory, constitutes an acknowledgment that Franchisee has received and is receiving all required assistance. Additionally, if any ongoing training or troubleshooting results in an on-site visit to Franchisee's Financial Center, Franchisee agrees to reimburse FFC for any expenses incurred in travel (e.g., hotel accommodations, gas, mileage and automobile rentals).

FFC shall provide Franchisee on loan a copy of its confidential and proprietary Manuals, which contains information and knowledge that is necessary and material to the System, publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s and other electronic media that FFC from time to time may loan to Franchisee. The Manuals may be supplemented or amended by letter, electronic mail, bulletin, videotape, CD, DVD, MP3 or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing and operating a Financial Center. Franchisee must keep Franchisee's Manuals current with all additions and deletions provided by or on behalf of FFC. Franchisee must purchase whatever equipment and related services, including a CD/DVD player, computer system, internet service, dedicated phone line, facsimile machine, etc., as may be necessary to receive these communications. If a dispute relating to the Manuals content, the master copy is maintained by FFC at its Guarantor(s) office controls.

9. MANUALS

The Manuals contain detailed standards, specifications, instructions, requirements, methods and procedures for operating a Financial Center. The Manuals also may include information relating to customer identification laws and policies, transaction reporting laws and policies, safety policies and procedures, employee training, marketing, advertising and sales promotions, maintenance and repair of the Financial Center premises, employee dress attire and appearance standards, and accounting, bookkeeping, records retention and other business systems, procedures and operations. Franchisee agrees to operate Franchisee's Financial Center, in strict conformity with the Manuals to maintain the Manuals at the Financial Center, not reproduce the Manuals or any part of it and treat the Manuals as confidential and proprietary. Franchisee may only disclose the Manuals contents to those employees who need to know the contents.

Upon termination or expiration of this Agreement, Franchisee agrees to return the immediate Manuals and destroy all remaining copies. If Franchisee loses or misplaces the Manuals, FFC may impose a replacement fee which shall not exceed five thousand dollars ($5,000).

10. MODIFICATIONS OF THE SYSTEM

FFC has the right to change or modify the System, including modifications to the Manuals, the required equipment, the signage, the building and premises of the Financial Center (e.g., the trade dress, décor and color schemes), the presentation of the Marks, the adoption of new administrative forms and methods of reports, the payment of any monies owed FFC, the means of reporting payments and the adoption and use of new or modified Marks or copyrighted materials. Franchisee shall accept and make and use or display any such changes or modifications in the System at the Financial Center as FFC reasonably requires.

Within ten (10) days after receipt of written notice from FFC, Franchisee must begin selling any newly authorized products and services and cease selling any unauthorized products or services. Franchisee shall establish prices at Franchisee's sole and absolute discretion.

Franchisee shall promptly notify FFC if Franchisee develops any new concepts, processes or improvements relating to the System and agrees to provide FFC with all information regarding the new concept, process or improvement. Franchisee's new concept, process or improvement shall become the property of FFC and its Affiliates and may be incorporated into the System without any payment to Franchisee. At Franchisee's expense, Franchisee shall promptly take all actions deemed necessary or desirable by FFC to vest FFC's ownership in such concept, process, or improvement.

11. COVENANTS OF FRANCHISEE

A. Compliance with Applicable Laws

Franchisee agrees to comply with all applicable laws, ordinances, regulations, rulings or licensing requirements of every nature which in any way regulate or affect the operation of the Financial Center. Franchisee agrees to pay all taxes and business expenses promptly and comply with all laws covering occupational hazards, accommodations for the disabled, including the Americans with Disabilities Act and, if applicable, health, worker's compensation and unemployment insurances. At Franchisee's expense, Franchisee agrees to modify the Financial Center, if necessary, to comply with any such applicable laws or regulations. Franchisee shall not engage in any activity or practice that results or may reasonably be anticipated to result in any public criticism or penalty of the System or part thereof.

B. System Compliance

Franchisee shall comply with the System, the Manuals and other procedures and forms that come into effect. Franchisee must prominently display FFC's marks and colors at the financial center and fully identify as an FFC franchisee to FFC's complete satisfaction. If Franchisee acquires the assets of an independent financial center that is operational when Franchisee acquires it, Franchisee has ten (10) days from the acquisition date to identify with the System to FFC's complete satisfaction. If Franchisee fails to purchase the signs and accessories necessary to identify Franchisee's financial center with the System, FFC shall purchase all signs and accessories needed to identify Franchisee's site with the System and shall debit Franchisee's account for the costs of the signs, accessories and installation, which FFC may take the lead in managing.

C. Authorized Products and Services

Franchisee agrees to offer, sell and provide all products and services that FFC has authorized for sale at Financial Centers and only the products and services that FFC has approved for sale. Franchisee agrees to offer all products and services in strict conformity with FFC's methods, standards and specifications. FFC may add, eliminate or modify authorized products and services. Franchisee shall promptly comply with all changes that may include, among other things, offering new products or services on a test basis.

D. Approved Vendors

FFC has and may in the future develop relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services, short-term consumer loans and other products and services, as well as products and services that shall help Franchisee manage Franchisee's business, maximize efficiencies and minimize financial risks associated with providing check cashing services and other financial products and services ("**Approved Vendors**"). Concerning any product or service for which FFC has established one or more Approved Vendors, Franchisee agrees to do business with such Approved Vendors and participate in all required programs according to their terms (which may include, among other things, subscribing to online services and paying subscription fees). Franchisee shall pay when due all amounts owed to Approved Vendors and shall enter into and comply with all agreements with Approved Vendors that FFC requires.

E. Purchases from Approved Suppliers and According to Specifications

If applicable, FFC or its designee shall make available for purchase all items contained in FFC's "Store in a Box". If Franchisee is paying the "Store in a Box", it is reflected in Attachment B according to FFC's payment terms and conditions.

During this Agreement's term, Franchisee shall purchase from manufacturers, distributors, vendors and suppliers approved by FFC (collectively, "**Approved Suppliers**") all furniture, fixtures, equipment, computer systems, customer identification software, merchandise, advertising materials, supplies and stationery that meet FFC's Standards and specifications. FFC has the right to require that Franchisee use only certain brands of products and materials ("**Approved Brands**") and to the extent that Approved Brands have been identified, Franchisee may purchase and use only the Approved Brands. FFC may modify the list of Approved Suppliers and/or Approved Brands. Franchisee shall promptly comply with all such modifications.

If Franchisee proposes to purchase any products or services for which there are Approved Suppliers from a different supplier, Franchisee shall submit FFC a written request for such approval or request the supplier submit a written request on its behalf. FFC has the right to require, as a condition for FFC's approval, that FFC representatives are permitted to inspect the supplier's facilities, and that such information, specifications and samples as FFC reasonably be delivered to FFC and/or to an independent, certified laboratory designated by FFC for testing before FFC's approval. Franchisee shall pay a charge not to exceed the inspection's reasonable cost and the test's actual cost. FFC shall notify Franchisee within sixty (60) days of Franchisee's request regarding whether Franchisee is authorized to purchase such products from that supplier. FFC reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet FFC's criteria for quality and reliability.

F. Computer Systems

Franchisee shall acquire and use all cash registers and computer hardware and related accessories and peripheral equipment, including video surveillance equipment (collectively, "**Computer Systems**") that FFC prescribes for use by Financial Centers. Franchisee may not use any cash registers or computer hardware, accessories or peripheral equipment that FFC has not approved for use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high-speed Internet connections.

Franchisee shall:

i. Use any proprietary software programs, system documentation Manuals and other proprietary materials provided to Franchisee by FFC in connection with the operation of the Financial Center;

ii. Input and maintain in Franchisee's computer such data and information as FFC prescribes in the

Manuals, software programs, documentation or otherwise;

iii. Purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever FFC adopts such new or upgraded programs, Manuals and materials system-wide; and

iv. Enter into all software license agreements, "terms of use", software maintenance and SaaS agreements in the form and manner FFC prescribes and pay all fees charged by third-party software and software service providers thereunder.

Franchisee acknowledges that FFC may independently access from a remote location, at any time, all information input to and compiled by, Franchisee's Computer System or an off-site server, including information concerning Gross Revenues.

Franchisee acknowledges that technology is ever-changing and new technologies or software. FFC may require Franchisee to add additional, new or substitute software, memory, ports and other accessories or peripheral equipment to Franchisee's Computer System as FFC prescribes.

To ensure full operational efficiency, Franchisee agrees to keep Franchisee's Computer System in good condition and to make additions, changes, maintenance, modifications, substitutions, repair, and replacements to Franchisee's computer(s) hardware, accessories and peripherals, software, telephone and power lines, high-speed Internet connections and other computer-related facilities, as directed by FFC. Upon termination or expiration of this Agreement, Franchisee must return all computer software, disks, tapes and other magnetic storage media to FFC in good operating condition.

FFC may, at its option, establish and maintain an intranet or extranet system through which members of the franchise network may communicate and through which FFC may disseminate updates to the Manuals and other Confidential Information. FFC shall have no obligation to establish or to maintain the intranet indefinitely and may dismantle it at any time without liability to Franchisee. FFC may develop and establish policies and procedures for the intranet's use. However, Franchisee acknowledges that, as the intranet administrator, FFC can access and view any communication that anyone posts on the Internet. Franchisee further acknowledges that the intranet facility and all communications on the intranet facility shall become FFC's property, free of any claims of privacy or privilege that Franchisee or any other individual may assert. FFC may temporarily suspend Franchisee's access to any chat room, bulletin board, listserv or similar feature included in the intranet, if Franchisee fails to pay when due any amount payable to FFC under this Agreement or if Franchisee fails to comply with any policy or procedure governing the intranet until Franchisee fully cure the breach or default.

FFC has the right to access Franchisee's computer system at any time, including the electronic download of data and video surveillance of Franchisee's Financial Center. Franchisee's refusal to permit access to Franchisee's computer at any time constitutes a breach of this Agreement under this Section.

FFC expects Franchisees to adopt and adhere to a reasonable privacy policy and develop and maintain a Written Information Security Plan if required by law.

G. <u>Financial Center Appearance and Image</u>

To maintain uniform standards of quality, appearance and marketing, Franchisee must conform to FFC Standards and specifications. Franchisee shall maintain the Financial Center in a manner consistent with the System's overall desired image. Franchisee shall keep the Financial Center premises clean and attractive at all times. Franchisee shall maintain the interior and exterior premises in excellent maintenance and repair and shall replace fixtures, furniture, equipment and signs as they become worn or obsolete. Furthermore, Franchisee may be required to redecorate the Financial Center periodically. Should Franchisee desire to make material alterations to the Financial Center layout, leasehold improvements, fixtures, signs, equipment or appearance, Franchisee must obtain FFC's prior written approval before doing so.

H. Personnel

The Financial Center must be staffed by a sufficient number of highly competent trained employees. Hiring employees is Franchisee's sole responsibility and Franchisee is responsible for all terms, policies and procedures relating to their employment. Franchisee is responsible for providing Franchisee's employees with proper and adequate training. Franchisee maintains sole responsibility for employment decisions affecting the Financial Center. Franchisee may not recruit an employee of ours or any other Financial Center without obtaining that employee's employer's consent.

Franchisee and Franchisee's employees shall maintain a clean and attractive appearance, give prompt, courteous, efficient service to the public and otherwise operate the Financial Center in strict compliance with the policies, practices, and procedures in the Manuals to preserve the goodwill and image of the System. Franchisee shall require all of Franchisee's employees to adhere to FFC's dress code, including the mandated wearing of FFC approved uniforms.

I. Operations

Franchisee shall operate the Financial Center under the System and Manuals. Franchisee's Operating Principal must participate personally and full-time in the operation of the Franchised Business. Franchisee acknowledges and agrees that all aspects of the Financial Center's appearance and operation are vitally crucial to the Financial Center and the System's success. Franchisee must comply with all mandatory standards and procedures, including the hours and days of operations, the Financial Center's appearance (subject to applicable lease restrictions), advertising and marketing and Franchisee's employees' appearance and demeanor.

J. Right of Entry and Inspection

Franchisee shall permit FFC or its authorized agents or representatives to enter Franchisee's premises during normal business hours and reasonably inspect the Financial Center's operations. FFC has the right to observe Franchisee and Franchisee's employees rendering services and generally review the Financial Center's operations for compliance with the standards and procedures set forth in this Agreement and the Manuals. FFC may confiscate any materials which it reasonably deems illegal or in violation of this Agreement and/or the Manuals.

K. Payment of Taxes and Other Indebtedness

Franchisee shall promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any other indebtedness incurred by Franchisee in the operation of the Financial Center. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness under procedures of the taxing authority or applicable law; provided, however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of the Financial Center or any improvements thereon.

12. ORGANIZATION OF THE FRANCHISEE

A. Representations

If Franchisee is a Business Entity, Franchisee makes the following representations and warranties:

i. The Business Entity is duly organized and validly existing under the laws of the state of its formation;

ii. The Business Entity is qualified to do business in the state or states in which the Financial Center is located;

iii. The Business Entity's governing documents permit the execution of this Agreement and the development and operation of the Financial Center; and

iv. Unless waived in writing by FFC, the Business Entity charter documents and governing documents must at all times provide that the activities of the Business Entity are limited exclusively to the development and operation of a Financial Center.

If Franchisee is an individual or a partnership comprised solely of individuals, Franchisee makes the following additional representations and warranties:

i. Each individual has executed this Agreement;

ii. Each individual is jointly and severally bound by this Agreement's provisions and personally liable for the timely and complete performance and breach thereof; and

iii. Notwithstanding any transfer for convenience of ownership according to Section 17, each individual shall continue to be jointly and severally bound by this Agreement's provisions and personally liable for the timely and complete performance and a breach thereof.

B. Governing Documents

If Franchisee is a corporation, copies of Franchisee's Articles of Incorporation, Bylaws, other governing documents, and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement and all shareholder agreements, including buy/sell agreements, have been furnished to FFC. If Franchisee is a limited liability company, copies of Franchisee's Articles of Organization, Operating Agreement, other governing documents and any amendments, including the resolution of the Managers authorizing entry into and performance of this Agreement and all agreements, including buy/sell agreements, among the members have been furnished to FFC. If Franchisee is a general or limited partnership, copies of Franchisee's written partnership agreement, other governing documents, and any amendments, as well as all agreements, including buy/sell agreements, among the partners have been furnished to FFC, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by Franchisee's written partnership agreements or applicable law. When any of these governing documents are modified or changed, Franchisee agrees to provide copies of the modifying documents to FFC.

C. Ownership Interest

If Franchisee is a Business Entity, Franchisee owns all of Franchisee's equity interests as set forth in Attachment C. In addition, if Franchisee is a Business Entity, Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Franchisee is a limited liability company, Franchisee shall maintain a current list of all members (and the percentage membership interest of each member). If Franchisee is a partnership, Franchisee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership interest of each general and limited partner). Franchisee shall comply with Section 17 before any change in ownership interests and shall execute an addenda to Attachment C as changes occur to ensure the information contained in Attachment C is true and correct at all times.

D. Restrictive Legend

If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on Franchisee's records of any voting securities. Each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by the Family Financial Centers, LLC, Franchise Agreement(s) to which the corporation is a party." If Franchisee is a limited liability company, each membership or management certificate or other evidence of interest in the limited liability company shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the Family Financial Centers, LLC, Franchise Agreement(s) to which the limited liability company is a party." If Franchisee is a partnership, Franchisee's written partnership agreement shall provide that ownership of an interest in the partnership is held subject to that further assignment or transfer is subject to all restrictions imposed on assignment by this Agreement.

E. Guarantee Provision

If Franchisee is a Business Entity, each Principal of the Franchisee (and if Franchisee is a limited partnership, each of Franchisee's general partners) must execute the Guarantee Provision after the Signature Page of this Agreement. If any Principal is a Business Entity, the Business Entity's Principals must execute the Guarantee Provision after the Signature Page of this Agreement; the intent being that each natural person holding an ownership interest in Franchisee, whether directly or indirectly, shall execute the Guarantee Provision.

13. MARKS AND COPYRIGHTED WORKS

A. Acknowledgments

Franchisee expressly acknowledges and agrees:

i. FFC is the exclusive owner of all right, title and interest in and to the Marks (and all goodwill symbolized by them) and the Copyrighted Works;

ii. The Marks are valid and serve to identify the System and those who are licensed to operate a Franchised Business under the System;

iii. Franchisee's use of the Marks and Copyrighted Works does not give Franchisee any ownership interest or other interest in or to them, except the nonexclusive license to use them and the Standards;

iv. Any goodwill arising from Franchisee's use of the Marks and/ or the System shall inure solely and exclusively to FFC benefit;

v. Upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks; and

vi. The license and rights to use the Marks and Copyrighted Works granted hereunder to Franchisee are nonexclusive and FFC may:

(a) Use, license, and allow others to use the Marks, Copyrighted Works, and the System;

(b) Establish, develop, and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems; and

(c) Modify or change, in whole or in part, any aspect of the Marks or Copyrighted Works.

B. Modification of the Marks and Copyrighted Works

FFC reserves the right to add, eliminate or modify any of the Marks and Copyrighted Works. Franchisee must promptly take all actions necessary to adopt all new and modified Marks and/or Copyrighted Works and discontinue using obsolete Marks and/or Copyrighted Works (e.g., acquiring and installing new interior and exterior signage and graphics at Franchisee's expense).

C. Use of the Marks and Copyrighted Works

Franchisee shall use only the Marks and Copyrighted Works designated by FFC and shall use them only in connection with the operation and promotion of the Franchised Business and in the manner required or authorized and permitted by FFC. Franchisee's right to use the Marks, Copyrighted Works and the Manuals is limited to the uses authorized under this Agreement. Any unauthorized use of the Marks, Copyrighted Works, and the Manuals constitutes an infringement of FFC rights and grounds for termination of this Agreement.

Franchisee may not use the Marks as part of Franchisee's Business Entity or other legal names. Franchisee shall comply with all requirements of FFC and applicable state and local laws concerning the use and registration of fictitious and assumed names. Franchisee shall execute any documents deemed necessary by FFC or its counsel to obtain protection for the Marks or maintain their continued validity and enforceability.

Franchisee may not cause or allow all or any recognizable portion of the Marks to be used or displayed as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL") or metatag, or in connection with any Internet home page, website or any other Internet-related activity (e.g., FACEBOOK, INSTAGRAM, TWITTER, or TIK TOK) without FFC's express written consent, and then, only in a manner and under the procedures, standards and specifications that FFC establishes. Franchisee may not use the Marks or display the Copyrighted Works in any promotional materials on any website except as expressly authorized by FFC. Franchisee may not use any of the Copyrighted Works on the Internet without FFC's written permission. This includes displaying the Copyrighted Works on commercial websites, gaming websites and social networking websites (such as FACEBOOK, INSTAGRAM, TWITTER or TIKTOK).

Franchisee may not use the Marks in connection with the offer or sale of any products or services that FFC has not authorized for sale at the Financial Center.

D. Assignment of Copyrighted Works

To the extent that Franchisee or any Guarantor(s) creates any derivative work based on the Copyrighted Works ("**Derivative Works**"), Franchisee and each such Guarantor(s) assigns to FFC all ownership in and to the Derivative Work and agrees to execute such further assignments as FFC may request. Franchisee and each Principal shall take all actions and sign all documents necessary to effect the purpose and intent of this Section. Franchisee and each Principal irrevocably appoints FFC as its true and lawful attorney-in-fact and authorizes FFC to take such actions and execute, acknowledge and deliver all such documents as necessary to convey to FFC all rights granted herein.

E. Infringement; Notice of Claims

If Franchisee becomes aware of any infringement of the Marks or Copyrighted Works or if a third-party challenges Franchisee's use of the Marks or Copyrighted Works, Franchisee must immediately notify FFC. FFC has the exclusive right to take whatever action it deems appropriate. If FFC or its Affiliate undertakes the defense or prosecution of any litigation of any of the Marks or other intellectual property, Franchisee must sign all documents and perform such acts and things as may, in the opinion of FFC counsel, be necessary to carry out such defense or prosecution. If it becomes advisable at any time for FFC to modify or discontinue the use of any Mark or Copyrighted Works or to substitute a new mark or graphic for any Mark or Copyrighted Work, Franchisee must promptly comply, at Franchisee's own expense, with such modifications, discontinuances or substitutions.

F. Remedies and Enforcement

Franchisee acknowledges that in addition to any remedies available to FFC under this Agreement, Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by FFC in obtaining specific performance of a temporary restraining order and/or an injunction against violation of the provisions of this Section.

14. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIVE COVENANTS

A. Confidential Information

Franchisee and Principal(s) acknowledge and agree that all Confidential Information belongs exclusively to FFC. Franchisee and Principal(s)agree to maintain the confidentiality of all Confidential

Information, not to duplicate any materials containing Confidential Information and not to divulge any Confidential Information to anyone, except to other franchisees, Franchisee's employees and Franchisee's professional advisors on a need to know basis. Franchisee may use the Confidential Information only to operate Franchisee's Financial Center.

Franchisee shall cause its Operating Principal and any employee with access to Confidential Information, including information in the Manuals, to sign a confidentiality agreement in a form prescribed by FFC, which identifies FFC as a third-party beneficiary of such agreement and provides FFC with independent enforcement rights.

THIS PROVISION SURVIVES THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

B. Covenant of the Franchisee

DURING THE TERM OF THIS AGREEMENT AND FOR TWO (2) UNINTERRUPTED YEARS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT (REGARDLESS OF THE REASON FOR TERMINATION) FRANCHISEE SHALL NOT, DIRECTLY OR INDIRECTLY, FOR FRANCHISEE'SSELF OR THROUGH, ON BEHALF OF OR IN CONJUNCTION WITH ANY INDIVIDUAL OR BUSINESS ENTITY:

i. DIVERT CUSTOMERS OR POTENTIAL CUSTOMERS TO OTHER BUSINESSES;

ii. INDUCE ANY EMPLOYEE OF ANOTHER FAMILY FINANCIAL CENTERS® BUSINESS TO LEAVE HIS OR HER EMPLOYMENT OR EMPLOY ANY PERSON WHO HAD BEEN EMPLOYED BY ANOTHER FFC BUSINESS WITHIN THE PREVIOUS SIXTY (60) DAY PERIOD WITHOUT PAYING THE FORMER EMPLOYER A ONE THOUSAND DOLLAR ($1,000) TRAINING FEE; OR

iii. OWN, OPERATE, ENGAGE IN, BE EMPLOYED BY, ADVISE, ASSIST, INVEST IN, FRANCHISE, MAKE LOANS TO OR HAVE ANY INTEREST IN ANY BUSINESS (EXCEPT ANOTHER FFC BUSINESS ACCORDING TO A VALID FRANCHISE AGREEMENT) IN WHICH CHECK CASHING OR OTHER FINANCIAL SERVICES COMPRISE MORE THAN FIVE PERCENT (5%) OF TOTAL SALES (PROVIDED THAT SUCH RESTRICTION SHALL NOT APPLY TO LESS THAN A FIVE PERCENT (5%) BENEFICIAL INTEREST IN ANY PUBLICLY TRADED CORPORATION).

During the term of this Agreement, the restrictions contained in Section 14.B.(3), above, apply universally. Non- compliance tolls the restrictive two-year period described above.

C. Covenants of the Franchisee's Principal(s)

DURING THE TERM OF THIS AGREEMENT, AND FOR A CONTINUOUS UNINTERRUPTED TWO-YEAR PERIOD COMMENCING, UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT, REGARDLESSOF THE CAUSE FOR TERMINATION, DISSOLUTION OF THE FRANCHISEE ENTITY OR THE TRANSFER OR REDEMPTION OF A PRINCIPAL INTEREST IN THE FRANCHISEE ENTITY, WHICHEVER OCCURS FIRST, SUCH PRINCIPAL(S) SHALL NOT, DIRECTLY OR INDIRECTLY, FOR HIMSELF OR HERSELF OR THROUGH, ON BEHALF OF OR IN CONJUNCTION WITH ANY INDIVIDUAL OR BUSINESS ENTITY:

i. DIVERT CUSTOMERS OR POTENTIAL CUSTOMERS TO OTHER BUSINESSES;

ii. INDUCE ANY EMPLOYEE OF ANOTHER FFC BUSINESS TO LEAVE HIS OR HER EMPLOYMENT OR EMPLOY ANY PERSON WHO HAD BEEN EMPLOYED BY ANOTHER FFC BUSINESS WITHIN THE PREVIOUS SIXTY (60) DAY PERIOD WITHOUT PAYING THE FORMER EMPLOYER A ONE THOUSAND DOLLAR ($1,000) TRAINING FEE; OR

iii. OWN, OPERATE, ENGAGE IN, BE EMPLOYED BY, ADVISE, ASSIST, INVEST IN, FRANCHISE, MAKE LOANS TO OR HAVE ANY INTEREST IN ANY BUSINESS (EXCEPT ANOTHER FFC BUSINESS ACCORDING TO A VALID FRANCHISE AGREEMENT) IN WHICH CHECK CASHING OR OTHER FINANCIAL SERVICES COMPRISE MORE THAN FIVE PERCENT (5%) OF TOTAL SALES (PROVIDED THAT SUCH RESTRICTION SHALL NOT APPLY TO LESS THAN A FIVE PERCENT (5%) BENEFICIAL INTEREST IN ANY PUBLICLY TRADED CORPORATION).

During the term of this Agreement, the restrictions contained in Section 14.C.(3) above apply universally. Non-compliance tolls the restrictive two-year period described above.

At FFC's request, each Principal shall execute a separate agreement containing the terms in this Section 14.C.

D. Reformation and Reduction of Scope of Covenants

If a court or agency having valid jurisdiction in an unappealable final decision holds that all or a portion of any covenant contained in this Section 14 is unreasonable or unenforceable, Franchisee and the Principal(s) shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 14. Notwithstanding the foregoing, FFC has the unilateral right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 14 or any portion thereof, which reduction shall become effective immediately upon delivery of a notice of the reduction.

E. Acknowledgments

The parties and Principals acknowledge and agree that any claims that Franchisee or Principal(s) may have or allege to have against FFC shall not constitute a defense to the enforcement of any covenant contained in this Section 14.

F. No Undue Hardship

Franchisee and Principal(s) acknowledge and agree that the covenants set forth in this Section 14 are fair and reasonable. Franchisee acknowledges and agrees that such covenants shall not impose an undue hardship on Franchisee and that Franchisee has other considerable skills, experience and education allowing Franchisee to derive income from other endeavors. Each Principal acknowledges and agrees that such covenants shall not impose an undue hardship on them and that each Principal has other considerable skills, experience and education allowing Franchisee's to derive income from other endeavors

G. Injunctive Relief

Franchisee and Principal(s) acknowledge that the violation of any covenant contained in this Section 14 would result in immediate and irreparable injury to FFC for which there is no adequate remedy at law. The parties acknowledge and agree that FFC is entitled to seek injunctive relief to restrain such violation under the usual equity principles in the event of a violation of any covenant contained in Section 14 of this Agreement. The party in violation of any foregoing covenant shall reimburse FFC for any costs that it incurs, including attorney(s) fees, in connection with the enforcement of the provisions contained in this Section 14.

15. ADVERTISING

A. General Requirements

FFC shall provide Franchisee with reasonable samples and amounts of advertising and marketing materials, including video and audiotapes, multimedia, print-ready advertising materials, posters, banners and other items. Franchisee may develop Franchisee's own advertising and marketing materials, at Franchisee's own expense, subject to the requirements described below.

All of Franchisee's promotional and marketing materials must be presented in a dignified manner and conform to FFC's Standards and specifications related to advertising, marketing and trademark use. FFC must approve of Franchisee's promotional and marketing materials before first publication or use. FFC shall use good faith efforts to approve or disapprove promotional and marketing materials within ten (10) business days of their receipt. Franchisee may not use the promotional or marketing materials until FFC expressly approves the promotional and marketing materials. After approval, Franchisee may use the promotional and marketing materials only in the manner in which they were approved. FFC may disapprove Franchisee's promotional or marketing materials at any time and Franchisee must discontinue using any disapproved promotional or marketing materials upon Franchisee's receipt of written notice of disapproval.

B. <u>Grand Opening Advertising</u>

Franchisee shall spend a minimum of three thousand dollars ($3,000) on the Grand Opening Advertising Campaign for the Franchised Business. Franchisee must conduct Franchisee's Grand Opening Advertising Campaign within twenty-one (21) days after the Financial Center opens for business. FFC reserves the right to approve Franchisee's Grand Opening Advertising Campaign.

C. <u>Promotional Fund and Marketing Fund</u>

Each month during the Term, Franchisee shall contribute to the Promotional Fund the amount stated in <u>Attachment B</u>. FFC has the right to use Promotional Fund monies, in its sole discretion, to pay for creating, preparing, designing and producing point-of-purchase and other promotional signage and materials for use in connection with the operation of Financial Centers.

Each month during the Term, Franchisee shall contribute to the Marketing Fund the amount stated in <u>Attachment B</u>. FFC has the right to use Marketing Fund monies to pay for creative development services (including the creation and modification of logos, graphics and vehicle wraps), preparing or procuring market studies, providing or obtaining marketing services (including conducting customer surveys, focus groups, and marketing-related mystery Financial Centers and customer interviews), developing, producing, distributing and placing advertising (including developing and producing point-of-sale advertising and promotional materials), developing, updating and hosting FFC's website (including the development of interior pages featuring franchised and the FFC or Affiliate owned Financial Centers and developing locator programs) and/or an intranet or extranet system, obtaining sponsorships and endorsements, preparing and conducting sweepstakes and other promotions (including the development of customer identification cards and providing and procuring public relations services) and conducting public relations activities. FFC may also use Marketing Fund monies to reimburse its personnel, other administrative and overhead costs associated with providing the services described in this Section 15.B.

The parties acknowledge that FFC owns all rights and retains copyrights in the design and content developed using the Promotional Fund and Marketing Fund monies. FFC has sole control over the creative concepts, content, form and media placement of all advertising and promotional materials developed with Marketing Fund expenditures and the allocations of Marketing Fund monies to production, placement and other costs. FFC owns all copyright in any works created using Promotional Fund and Marketing Fund monies. Franchisee acknowledges and agrees that FFC is not obligated to expend the Marketing Fund contributions for the placement of advertising in Franchisee's trading area or to ensure that the Financial Center benefits directly or pro-rata from Marketing Fund Fee expenditures. FFC shall not use Marketing Fund contributions to create or place any advertisement that is principally a solicitation for new franchisees but may include in all advertising prepared using Marketing Fund contributions (including Internet advertising) information concerning franchise opportunities. A portion of Marketing Fund contributions may be used to create and maintain one or more pages on FFC's website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. FFC has no fiduciary duty to Franchisee or any Principal(s) or any other person concerning the collection or expenditure of Marketing Fund contributions. Upon Franchisee's reasonable request, FFC shall provide

Franchisee an annual statement of Marketing Fund contributions and expenditures.

D. Local Advertising Expenditure

Each calendar quarter, Franchisee shall expend the amount set forth in Attachment B for local advertising purposes. Any amounts contributed to an Advertising Cooperative according to Section 15.E., below, shall be credited toward satisfaction of Franchisee's Local Advertising Expenditure.

E. Advertising Cooperatives

FFC may form local or regional advertising cooperatives ("**Advertising Cooperative**") to pay for the development, placement and distribution of advertising to benefit all Financial Centers located in the geographic region served by the Advertising Cooperative. Any Advertising Cooperative established by FFC shall be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for the aforementioned purposes.

If FFC forms an Advertising Cooperative for the region where Franchisee's Financial Center is located, Franchisee agrees to participate in the Advertising Cooperative according to the terms of this Section 15.E.

FFC has the exclusive right to create, dissolve and merge each formed Advertising Cooperative and to create and amend the organizational and governing documents related thereto provided that such documents:

i. Operate by majority vote, with each Financial Center (including Financial Centers owned by FFC or its Affiliates) entitled to one vote;

ii. Entitle FFC to cast one vote (in addition to any votes it may be entitled to on account of its operation of Financial Centers in the area served by the Advertising Cooperative);

iii. Permit the members of the Advertising Cooperative, by majority vote, to determine the required contributions amounts; and

iv. Provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12 months immediately preceding termination.

Franchisee agrees to be bound by all organizational and governing documents created by FFC and at FFC's request, shall execute all documents necessary to evidence or affirm Franchisee's Agreement. The Advertising Cooperative shall begin operating on a date determined in advance by FFC.

No advertising or promotional plans or materials may be used by the Advertising Cooperative or furnished to its members without FFC's prior approval. All advertising plans and materials must conform to the Standards and must be submitted to FFC for approval according to the procedures set forth in Section 15.A. of this Agreement.

F. Internet Advertising

FFC or an FFC approved third-party shall develop and maintain a national website. The national website may include content that Franchisee may submit for the Financial Center provided Franchisee meets FFC's Standards and requirements. Franchisee shall have the right to use all content from the national website provided that Franchisee agrees to sign any such license agreements in connection with Franchisee's use of the national website. FFC reserves the right to review all content Franchisee proposes to include or use from the national website. FFC makes no representations or warranties that the national website's use shall be uninterrupted or error-free or that it shall not be subject to unauthorized intrusion. In addition, FFC makes no warranties as to the lawfulness, accuracy, completeness or reliability of any of the content available on the national website, nor does it make any warranties concerning merchantability, fitness for a particular purpose or non-infringement.

Franchisee may not establish or maintain a website or other presence on the World Wide Web portion of the Internet reflecting any of the Marks or any of FFC's copyrighted works, including the term "FAMILY" or "FINANCIAL" as part of its URL or domain name, stating or suggesting Franchisee's affiliation with FFC or its franchise system or using or displaying any services offered at the Financial Center. Franchisee may not sell any products or services over the Internet unless Franchisee first obtains our prior written approval and comply with our then-current policies and standards.

16. INSURANCE

A. Obligation to Maintain Insurance

Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Financial Center and for all demands or claims for any loss, liability, personal injury, death, property damage or expense whatsoever occurring upon the premises of or in connection with the development or operation of the Financial Center. Franchisee must maintain in full force and effect throughout the term of this Agreement any insurance which FFC determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Financial Center which includes, at a minimum, insurance policies of the kinds and in the amounts, required by FFC in Section 16.B. Any entity with an insurable interest designated by FFC ("**Additional Named Insureds**") shall be an additional insured in such policies to the extent each has an insurable interest. Each insurance policy maintained according to this Agreement shall contain a waiver of subrogation in favor of the Additional Named Insureds.

B. Minimum Insurance Coverage

All insurance policies shall be written by an insurance FFC or companies satisfactory to FFC, in compliance with the standards, specifications, coverages and limits set forth in the Manuals or otherwise provided to Franchisee in writing. These policies must include, at a minimum, the following:

i. Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations, and property damage on an occurrence basis with policy limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;

ii. Property Insurance written on an "All Risks" policy for fire and related peril (including floods and earthquakes where applicable) with limits of insurance of not less than the full replacement value of the Financial Center, and its furniture, fixtures, equipment, inventory and other tangible property;

iii. Business Interruption and Extra Expense coverage to include rental payment continuation for a minimum of 12 months, loss of profits, and other extra expenses experienced during the recovery from property loss;

iv. Employer's Liability coverage in the amount of one hundred thousand dollars ($100,000) per person, five hundred thousand ($500,000) in the aggregate and one hundred thousand ($100,000) for occupational disease;

v. Crime (employee dishonesty, theft, and robbery) with minimum limits of ten thousand dollars ($10,000 per occurrence;

vi. Workers' compensation and such other insurance as may be required by statute or rule of the state or locality where the Financial Center is located. This coverage must also be in effect for all of Franchisee's employees who participate in any training programs described in this Agreement;

vii. Builder's All Risks insurance in connection with any construction, renovation, refurbishment or remodeling of the Financial Center; and

viii. Performance and completion bonds in the forms, amounts and written by carrier(s), reasonably satisfactory to FFC in connection with new construction or substantial renovation, refurbishment or remodeling of the Financial Center.

FFC may reasonably increase the minimum coverage required and require different or additional kinds of insurance to reflect inflation, changes in liability standards, higher damage awards or other relevant changes in circumstances. Franchisee shall receive written notice of such modifications and take prompt action to secure the additional coverage or higher policy limits.

C. Insurance Policy Requirements

The following general requirements apply to each insurance policy that Franchisee is required to maintain under this Agreement:

i. Each insurance policy shall be specifically endorsed to provide that the coverage shall be primary and that any insurance carried by any additional insured shall be excess and non-contributory;

ii. No insurance policy shall contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by FFC or its Affiliates;

iii. Each insurance policy shall extend to and provide indemnity for all of Franchisee's obligations and liabilities to third parties and all other items for which Franchisee is required to indemnify FFC under this Agreement;

iv. Each insurance policy shall be written by an insurance FFC that has received and maintains an "A+" or better rating by the latest edition of Best's Insurance Rating Service; and

v. No insurance policy shall provide a deductible which amount exceeds five thousand dollars ($5,000) unless otherwise approved in writing by FFC, and Franchisee's co-insurance under any insurance policy shall be eighty percent (80%) or greater.

D. Delivery of Certificate

No later than thirty (30) days after the execution of this Agreement and on each policy renewal date thereafter, Franchisee shall submit evidence of satisfactory insurance and proof of payment to FFC. The evidence of insurance must include a statement by the issuer that the policy or policies shall not be canceled or materially altered without at least thirty (30) days prior written notice to FFC. Each calendar year and upon request, Franchisee shall also provide FFC copies of any policies, policy amendments and riders ("**Certificates of Insurance**").

E. Minimum Insurance Requirements Not a Representation of Adequacy

Franchisee acknowledges that no requirement for insurance contained in the agreement constitutes advice or representation by FFC that only such policies, in such amounts, are necessary or adequate to protect Franchisee from losses in connection with the Financial Center under this Agreement. Maintenance of this insurance and the performance of Franchisee's obligations under this Section 16 shall not relieve Franchisee of liability under the indemnification provisions of this Agreement.

F. FFC's Rights to Request and Procure Insurance

Upon FFC's written request or by January 1st of each new calendar year, Franchisee must send FFC copies of the minimum insurance coverage policies required under this Agreement. If Franchisee fails to procure or maintain the insurance required by this Section 16, the Manuals or otherwise in writing, FFC has the immediate right and authority, but not the obligation, to procure such insurance and charge its costs to Franchisee. Franchisee shall reimburse FFC for all out-of-pocket costs incurred by FFC in obtaining such insurance on Franchisee's behalf immediately upon demand for payment.

17. TRANSFER

A. Transfer by FFC

FFC shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of FFC's shall become solely responsible for all of FFC's transferred or assigned obligations under this Agreement from the date of assignment.

B. Transfer by Franchisee

Franchisee understands and acknowledges that Company has granted this franchise in reliance on Franchisee's (or, if Franchisee is an entity, its Principal(s)) business skill, financial capacity, and personal character. Accordingly, neither Franchisee, nor any individual (including its Principal(s)), partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any interest in Franchisee or in the Financial Center shall sell, assign, transfer, convey, pledge, encumber, merge, or give (collectively, "transfer") away any direct or indirect interest in Franchisee (including any direct or indirect interest in a Franchisee that is an entity) in the Financial Center, or in all or substantially all of the assets of the Financial Center or the business franchised hereunder, without Company's prior written consent.

Franchisee's obligations under this Agreement are personal and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way without the prior express written approval of FFC. Accordingly, Franchisee may not transfer the Financial Center without FFC's prior written approval and Franchisee must comply with all provisions of this Section 17. Any transfer without such approval or compliance constitutes a breach of this Franchise Agreement. Under no circumstances shall any assignment, sale or transfer of any interest in the Franchised Business to a competitor of this System be permitted.

C. Conditions for Transfer or Assignment

No transfer of this Agreement shall be approved by FFC or be effective unless and until:

i. Franchisee provides FFC with all information about the proposed transferee as reasonably required;

ii. Franchisee cures all defaults and performs all obligations under this Agreement or any other agreements with FFC at the time Franchisee requests permission to assign this Agreement or at the time of assignment;

iii. Franchisee settles all outstanding accounts with FFC;

iv. Franchisee and Principal(s) executes a general release of FFC from all claims that may be brought by Franchisee or any Principal(s);

v. Franchisee pays FFC a fee to transfer the Financial Center of thirty-six thousand five hundred dollars ($36,500) ("**Transfer Fee**");

vi. The proposed transferee executes a separate Transfer Agreement with FFC, using the then-current form of the Franchise Agreement;

vii. The proposed transferee pays for, attends and satisfactorily completes the initial training program unless:

(a) The transferee is a current Franchisee in good standing in the System;

(b) The transferee is and has been a manager for one (1) year or more of a Financial Center in good standing;

(c) The individual or the stockholders, partners, members or trustees and beneficiaries of a proposed entity transferee each execute a personal guarantee, jointly and severally, guaranteeing the performance of the proposed transferees' obligation; or

(d) The proposed transferee demonstrates to FFC's satisfaction that it, in all respects, meets FFC's standards applicable to new Franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote their full time and best efforts to the operation of the Financial Center and any other conditions FFC may reasonably apply in evaluating new Franchisees.

D. Reorganization of Franchisee's Corporate Structure

Notwithstanding the preceding Section 17.D., Franchisee may transfer Franchisee's rights and obligations under this Agreement without FFC's consent to an entity in which Franchisee own 100% of the outstanding stock, provided:

i. Franchisee remains on the agreement as a party, and the entity is a co-party;

ii. Franchisee or Franchisee's Operator or manager approved by FFC continue to devote full time and best efforts to manage the daily operations of the Financial Center;

iii. The entity's activities are combined exclusively to operating the Financial Center; and

iv. The entity assumes joint and several liability with Franchisee.

E. Death of Franchisee

Upon Franchisee's death, as an individual, the rights granted by this Agreement may pass, without payment of any transfer fee, to the next of kin or beneficiaries, provided that Franchisee's legal representatives shall, within one hundred and twenty (120) days of Franchisee's death, apply in writing to FFC for the right to transfer under this Agreement. FFC shall not unreasonably withhold permission so long as the proposed transferees meet Franchisees' then-current requirements.

F. Right of First Refusal to Purchase Franchisee's Business

Franchisee hereby grants FFC the right to purchase the Franchised Business on the same terms and conditions specified in a written offer from a qualified third party. Within seven (7) days after receiving the bona fide offer acceptable to transfer all or part of the Franchised Business, Franchisee must forward a signed copy of the written offer to FFC. FFC shall then have access to all the Franchised Business's records to evaluate the offer and may purchase the Franchised Business upon notification to Franchisee within sixty (60) days.

If FFC elects to exercise this option to purchase under this Agreement, FFC shall have the right to set off against any payment of all amounts due and owing from Franchisee under this Agreement and the appraisal costs.

If FFC does not exercise its right to purchase within the required time frame, Franchisee may transfer the Franchised Business to the third-party, but not at a lower price or in more favorable terms than what Franchisee disclosed to FFC in writing. Such transfer remains subject to FFC's prior written approval and other conditions specified in this Agreement.

If FFC does not transfer the business to the transferee on the same terms offered to FFC, then Franchisee must again extend the right of first refusal to FFC in the manner described above before another desired transfer.

18. DEFAULT AND TERMINATION

A. Automatic Termination

Franchisee shall be in default under this Agreement, and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; if Franchisee is adjudicated a bankrupt or insolvent;

if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; if a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed); if Franchisee is dissolved; if execution is levied against Franchisee's business or property; if suit to foreclose any lien or mortgage against the Financial Center or Assets is instituted against Franchisee and not dismissed within 30 days; or if the real or personal property of the Financial Center shall be sold after levy thereupon by any sheriff, marshal or constable.

B. Termination without Opportunity to Cure

Upon the occurrence of any of the following events of default or upon the breach of any of the covenants listed in this Agreement, FFC may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee (in the manner provided under Section 21 hereof):

i. If Franchisee fails to open the Financial Center or complete any training in accordance with the deadlines and requirements set forth in this Franchise Agreement;

ii. If Franchisee (i) loses the right to occupy the Financial Center, (ii) acts or fails, to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Financial Center, or (iii) in any way jeopardizes its right to renewal of such lease or sublease;

iii. If Franchisee or any of its Principal(s) commits, is convicted of, or pleads guilty or "nolo contendere" to a felony (or misdemeanor punishable by imprisonment for more than one year), a crime involving sexual groping, assault/battery involving sexual touching, a crime involving moral turpitude, or any other act, crime, or offense that FFC believes is injurious to the System, the Marks, or the goodwill associated therewith;

iv. If a threat or danger to public health or safety results from the construction, development, maintenance, or operation of the Financial Center;

v. If Franchisee's action or inaction, at any time, results in the loss of the right to possession of the Financial Center, or forfeiture of the right to do or transact business in the jurisdiction where the Financial Center is located;

vi. If Franchisee or other party covered by Section 17 above purports to transfer any rights or obligations under this Agreement, or any interest in Franchisee, the Financial Center, or the assets of the Franchised Business to any third party in a manner that is contrary to the terms of Section 17 hereof;

vii. If Franchisee maintains false books, records or reports, knowingly submits any false statements, books, records or reports to FFC;

viii. Franchisee fails, on three (3) or more separate occasions, within any period of twelve (12) consecutive months, to comply with any provision of this Agreement or any mandatory provision of the Manuals, whether or not the failure is corrected;

ix. If, contrary to the terms of Sections 14 hereof or Attachment E, Franchisee discloses or divulges the contents of the Manuals or other confidential information provided to Franchisee by FFC;

x. If Franchisee or its Principal(s), Guarantor(s), spouse, Operating Principal or other related party to Franchisee operates the Financial Center in a manner, or engages in any other conduct (including activities and communications with FFC employees or representatives, customers, suppliers, landlords, other System franchisees or third parties, or social media posts), that FFC determines to be injurious or prejudicial to the reputation or goodwill associated with the

System, Marks or FFC's rights therein;

xi. If Franchisee commits 3 or more defaults under this Agreement in any 24-month period, whether or not each such default has been cured after notice;

xii. If Franchisee, at any time, ceases to operate or otherwise abandons the Financial for a period of 3 consecutive days unless such closure is approved in writing by FFC or excused by Force Majeure. Any such closure referred to in the previous sentence shall be deemed a repudiation of the Franchise Agreement by Franchisee;

xiii. If Franchisee breaches any material provision of this Agreement which breach is not susceptible to cure;

xiv. If Franchisee (i) misuses or makes an unauthorized use of or misappropriates any Marks, (ii) commits any act which can be reasonably expected to materially impair the goodwill associated with any Marks, (iii) challenges FFC's ownership of the Marks, (iv) files a lawsuit involving the Marks without FFC's consent, or (v) fails to cooperate with FFC in the defense of any Marks;

xv. If Franchisee submits to FFC a financial report or other data, information or supporting records which understate by more than 1% Royalty Fees for any reporting period and is unable to demonstrate that such understatements resulted from an inadvertent error; or

xvi. If Franchisee does not allow FFC to enter or inspect the Financial Center (including denying access to portions of the Financial Center) or any other place where business related to the Financial is conducted for purposes of making an investigation under Section 7.E.

C. <u>Termination with Opportunity to Cure</u>

Upon the occurrence of any of the following events of default, FFC may, at its option, terminate this Agreement by giving written notice of termination (in the manner set forth under Section 21 hereof) stating the nature of the default to Franchisee at least 7- days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to FFC's satisfaction, and by promptly providing proof thereof to FFC within the specified time period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the specified time period, as applicable law may require.

i. If Franchisee and/or any affiliate or Owner of Franchisee fail, refuse, or neglect promptly to pay any monies owing to FFC or its affiliates when due;

ii. If Franchisee refuses to permit FFC to inspect the books, records, reports, or accounts of Franchisee upon demand;

iii. If Franchisee fails to operate the Financial Center during such days and hours specified in the Manuals or this Agreement;

iv. If Franchisee fails, refuses, or neglects promptly to submit Certificates of Insurance to FFC when due as required under Section 16.D.;

v. If Franchisee fails to maintain or observe any of laws, standards and procedures prescribed by FFC in this Agreement, the Manual, or otherwise in writing; or

vi. If Franchisee is in default under any other agreement or promissory note with FFC or any affiliate of FFC.

D. <u>Other Provisions</u>

Except as otherwise provided in Sections 15.A., 15.B. and 15.C. of this Agreement, upon any other default by Franchisee, FFC may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 21 hereof) stating the nature of the default to Franchisee at least 30 days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to FFC's satisfaction, and by promptly providing proof thereof to FFC within the 30-day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, FFC may terminate this Agreement effective immediately upon the expiration of the 30-day period or such longer period as applicable law may require.

If Franchisee fails to cure a default within any applicable notice period, or if this Agreement is terminated as a result of Franchisee's default, Franchisee shall pay to FFC all damages, costs and expenses, including late fees, collection fees, interest at 1.5% per month, or the highest permissible rate, and reasonable investigation and attorneys' fees incurred by FFC as a result of any such default or termination. All such interest, damages, costs, and expenses may be included in and form part of the judgment awarded to FFC in any proceedings brought by FFC against Franchisee.

Franchisee acknowledges that upon Franchisee's failure to remedy any default specified in any written notice issued to Franchisee under Sections 15.B., 15.C., and/or 15.D., FFC also has the right to (i) cease providing any operational support or services, until, Franchisee complies to FFC's satisfaction with the written notice, (ii) suspend access and use of the Franchisee's website and/or internal portal, (iii) and cease having FFC's affiliates, Approved Vendors and Approved Suppliers provide and support to Franchisee. If FFC exercises FFC's right to suspend Franchisee's rights, FFC will only do so after Franchisee's cure period under the written notice of default has expired. Franchisee agrees that FFC's exercise of these rights will not constitute an actual or constructive termination of this Agreement nor will it constitute FFC's sole and exclusive remedy. If FFC exercises FFC's right not to terminate this Agreement but to implement such suspension and/or removal, FFC reserves the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to Franchisee, terminate this Agreement without giving Franchisee any additional corrective or cure period. During any period of suspension, all fees due under this Agreement shall continue to be payable by Franchisee. Additionally, if Franchisee is in default under this Agreement, FFC has the right to withhold or condition FFC's consent or approval if needed until Franchisee cures all defaults. FFC's election of the suspension rights as provided above shall not be a waiver by FFC of any breach of this Agreement or any other term, covenant or condition of this Agreement.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION

A. <u>Expiration or Termination of Franchise</u>

Upon termination or expiration of this Agreement, Franchisee must immediately pay all sums due and owing to FFC and its Affiliates ("**Payment of Sums Owing**"). Franchisee has no further right to use the Confidential Information, Marks, Copyrighted Works or other intellectual property owned and licensed to Franchisee by FFC. Franchisee must no longer hold Franchisee out as a franchise operator and Franchisee must refrain from representing any present or former affiliation with FFC or the System.

Franchisee must immediately take all actions necessary to cancel any assumed or fictitious name containing the Marks and do all necessary to transfer to FFC or its designee the Financial Center's telephone number(s). Franchisee must also inform Franchisee's bank that Franchisee are no longer an FFC franchisee and remove any documents on file with Franchisee's bank indicating that Franchisee is associated with FFC. Franchisee hereby grants to FFC and its representatives' power of attorney for the specific purpose of executing all documents and doing all things necessary to effect such cancellations and transfers.

Franchisee must immediately surrender all materials in Franchisee's possession relating to the Financial Center's operation, including FFC's Manuals and customer database. Franchisee must not retain any copy or record of the aforementioned materials, except for a copy of this Agreement, correspondences between Franchisee and FFC and documents reasonably necessary to comply with the law.

For two (2) years after the expiration or termination of this Agreement, Franchisee must permit

FFC's representative access to inspect Franchisee's books and records, including providing access to Franchisee's Computer System, for any legitimate business reason relating to Franchisee's operation of the Financial Center. Franchisee must cooperate in all such inspections and permit the inspection and copying of all hard and electronic files.

B. FFC's Option to Assume Lease and Purchase Assets

Upon termination or expiration of this Agreement, FFC has the option (but not the obligation) to assume Franchisee's lease for the Financial Center premises by delivering to Franchisee written notice of its election within thirty (30) days after termination or expiration of this Agreement. If FFC exercises its option, FFC also shall purchase the Financial Center's leasehold improvements, fixtures, furnishings, equipment, graphics and signage for a purchase price equal to fully tax-depreciated value. FFC also has the right (but not the obligation) to assume any equipment leases and other contracts relating to Franchisee's Financial Center's operation. Closing on the purchase of assets shall occur no later than sixty (60) days after FFC exercises its option.

If FFC elects not to assume Franchisee's lease for the Financial Center premises, FFC has the option to purchase or may require Franchisee to destroy any graphics, signage or other materials bearing the Marks. To the extent that FFC elects to purchase any such items, the purchase price is equal to the fully tax-depreciated value of such items. Franchisee must immediately remove from the Financial Center premises all items bearing the Marks and Copyrighted Works and modify the trade dress as necessary to distinguish the premises from a Financial Center. If Franchisee fails or refuses to comply with the requirements of this Section 19.B., FFC and its representatives shall have the right to enter on the Financial Center premises, without liability for trespass or other civil torts, for purposes of making such changes, at Franchisee's expense, which Franchisee shall pay upon demand.

FFC has the right to offset against the purchase price of any items purchased from Franchisee according to this Section 19.B.:

i. Amounts that Franchisee owes to FFC or its Affiliates;

ii. Lease transfer fees (if any), other costs owed to Franchisee's landlord and the costs of renovating the Financial Center premises so that it meets FFC's then-current standards and specifications (if FFC elects to assume the lease for the Financial Center premises);

iii. The costs of de-identifying the Financial Center premises under this Section 19.B. (if FFC does not elect to assume the lease for the Financial Center premises); and

iv. All costs incurred by FFC relating to its purchase of the Financial Center's assets (including the cost of an independent appraiser).

C. Termination of Franchisee's Franchise and Sale to Another Franchisee

If Franchisee and FFC agree to a mutual termination of this Agreement and the termination is accompanied by the sale of the assets at Franchisee's site to another FFC franchisee, Franchisee must:

i. Execute a mutual release and termination of this Agreement;

ii. Pay FFC a Resale Administration Fee of thirty-six thousand five hundred dollars ($36,500.00); and

iii. Pay any broker commissions associated with Franchisee's assets' sale or the new franchisee's takeover of Franchisee's site.

D. Compliance with Post Term Obligations

Franchisee and each Principal(s) must comply with all covenants and obligations which, by their nature, survive termination of this Agreement, including the confidentiality obligations and restrictive covenants contained in Section 14 and the indemnification obligations described in Section 20. Franchisee must deliver to FFC written notice of Franchisee's compliance with all post-term obligations within thirty (30) days following the date of termination or expiration of this Agreement.

E. Obligations Not Exhaustive

Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedy which FFC may have against Franchisee, whether such claims or rights arise before or after termination.

F. Trademark Infringement

If Franchisee contest termination and/or fail to comply with Franchisee's post-termination obligations and a court of competent jurisdiction upholds such termination, Franchisee's operation of the Franchised Business from and after the date of termination shall constitute willful trademark infringement and unfair competition by Franchisee and Franchisee shall be liable to FFC for damages resulting from such infringement in addition to any fees paid or payable hereunder, including any profits that Franchisee derived from such post-termination operation of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor

Franchisee is an independent contractor. FFC and Franchisee are completely separate entities and are not fiduciaries, partners, joint venturers, or agents of the other in any sense and neither shall have the power to bind the other. No act or assistance given by either party to the other pursuant to this Agreement shall be construed to alter the relationship. Franchisee shall be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and for Franchisee's policies, practices, and decisions relating to the operation of the Financial Center and its business.

During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Financial Center pursuant to a franchise agreement from FFC. Franchisee agrees to take such action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place at the Financial Center, the content of which FFC reserves the right to specify. FFC will not exercise direct or indirect control over the working conditions of the Financial Center personnel except to the extent such indirect control is related to FFC's legitimate interest in protecting the quality of service or the Marks. FFC does not share or co-determine the terms and conditions of employment of Franchisee's employees or affect matters relating to the employment relationship between Franchisee and its employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Furthermore, FFC is not the employer of Franchisee as the parties acknowledge and agree there is no employee/employer relationship. To that end, Franchisee agrees to identify itself conspicuously in all dealings with personnel as the employer of such personnel and that FFC as the franchisor, is not their employer and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions.

B. Indemnification

Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on behalf of FFC, or to incur any debt or other obligation in the name of FFC; and FFC shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall FFC be liable by reason of any act or omission of Franchisee in its construction, development, and/or operation of the Financial Center or for any claim or judgment arising therefrom against Franchisee or FFC. Franchisee hereby waives all claims against FFC for damages to property or injuries to persons arising out of the construction, development, and/or operation of Franchisee's business. Franchisee shall indemnify and hold FFC and its affiliates, and their respective officers, directors, and employees (the "**Indemnitees**") harmless against any and all causes of action, claims, losses, costs, expenses, liabilities, litigation, damages or other expenses (including settlement costs and attorneys' fees) arising directly or indirectly from, as a result of, or in connection with the construction, development, and/or operation of the Financial Center and/or Franchisee's conduct under this Agreement, including those alleged to be caused by the Indemnitees' negligence. Franchisee agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (i) choose counsel, (ii) direct, manage and/or control the handling of the matter; and (iii) settle on behalf of the Indemnitees, and/or Franchisee, any claim against the Indemnitees at their sole option. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges, or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of Franchisee's obligation hereunder.

21. APPROVALS AND WAIVERS

Whenever this Agreement requires FFC's prior authorization, approval or consent, Franchisee shall make a timely written request to FFC therefor, and such approval or consent must be obtained in writing. Failure by FFC to provide approval or consent in writing shall constitute a denial of the same.

FFC makes no warranties or guarantees upon which Franchisee may rely upon, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

No failure of FFC to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, including any practice or action of FFC in its dealing with any other party, shall constitute a waiver of FFC's right to demand exact compliance with any of the terms hereof. Waiver by FFC of any particular default of Franchisee shall not affect or impair FFC's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of FFC to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair FFC's right to exercise the same, nor shall such constitute a waiver by FFC of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by FFC of any contributions or payments due to it hereunder shall not be deemed to be a waiver by FFC of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

FFC shall have the right to operate, develop and change the System in any manner that is not specifically precluded by this Agreement. Whenever FFC reserves or is deemed to have reserved a right, option, or discretion in a particular area or where FFC agrees or is deemed to be required to exercise its rights reasonably or in good faith, FFC will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. A decision or action by FFC will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if FFC intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other interest of FFC's and/or is adverse to Franchisee's interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing, or encouraging modernization and improving the competitive position of the System. FFC's reasonable business judgment shall not be subject to any limitation or review and neither Franchisee nor any third party (including a trier of fact), shall substitute its judgment for FFC's reasonable business judgment. If applicable law implies a covenant of good faith and fair dealing in this Agreement, FFC and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants FFC the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

22. WARRANTIES OF FRANCHISEE

FFC entered into this Agreement in reliance upon the statements and information submitted to FFC by Franchisee in connection with this Agreement. Franchisee represents and warrants that all such statements and information submitted by Franchisee in connection with this Agreement are true, correct, and complete in all material respects. Franchisee agrees to promptly advise FFC of any material changes in the information or statements submitted.

Franchisee represents and warrants to FFC that neither Franchisee (including any and all of its employees, directors, officers, and other representatives) nor any of its affiliates or the funding sources for either, is a person or entity designated with whom FFC, or any of its affiliates, are prohibited by law from transacting business.

23. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally served, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to FFC:	Family Financial Centers, LLC 99 Lantern Drive, Suite 101 Doylestown, PA 18901 ATTN: Legal
Notices to Franchisee:	______________________________ ______________________________ ______________________________

Notices shall be deemed to have been received as follows: by personal service – at the time of service; by overnight delivery service – on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail – 3 days after the date of mailing.

24. ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between FFC and Franchisee concerning the subject matter hereof and supersedes any prior agreements, and no other representations have induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by FFC hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Any amendment, addendum, rider, or modification to this Agreement shall be deemed a part of this Agreement and a default under such document shall also be a default under this Agreement.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that FFC made in the most recent disclosure document (including its exhibits and amendments) that FFC delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

25. SEVERABILITY AND CONSTRUCTION

A. Severability

If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

B. Post-Termination Obligations

Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination, transfer, or assignment of this Agreement (regardless of cause for termination, transfer, or assignment), shall survive such expiration, termination, transfer or assignment.

C. No Third-Party Beneficiaries

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, FFC, officers, directors, shareholders, agents, and employees of FFC and such successors and assigns of FFC as may be contemplated by Section 17 hereof, any rights or remedies under or by reason of this Agreement.

D. Maximum Duty Imposed

Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which FFC is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

E. Headings, Captions & Terms

All headings and/or captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof. As used in this Agreement, the term "Franchisee" shall be deemed to include not only the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement but also all partners of the entity that executes this Agreement, in the event said entity is a partnership, and all shareholders, members, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation or limited liability company. All partners, shareholders, members, officers, and directors of the entity that sign this Agreement as Franchisee (i) shall be deemed Owners, and (ii) acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. All partners of the entity that executes this Agreement, in the event said entity is a partnership, and all shareholders, members, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation or limited liability company, shall execute the guarantee provision of this Agreement which is a part hereof. Reference to a "controlling" interest in an entity shall mean more than fifty (50%) of the equity or voting control of such entity. The word "including" shall be construed to include the words "but not limited to."

26. APPLICABLE LAW

A. Internal Dispute Resolution Policy

Franchisee must first attempt to resolve any dispute relating to or arising out of this Agreement through the Internal Dispute Resolution Policy in the Manuals, which FFC may revise in its sole discretion. When a dispute or problem arises, Franchisee must notify FFC of the nature of Franchisee's concern. Within ninety (90) days of Franchisee's notification, Franchisee must appear at FFC's corporate offices to discuss the problem and possible solutions.

B. Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C.

Sections 1051 et seq) or other federal law, this Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law (without regard to and without giving effect to, the application of the choice-of-law rules of such state); provided, however, that if any provision of this Agreement, including the covenants in Section 11 of this Agreement, would not be enforceable under the laws of the Commonwealth of Pennsylvania and the Financial Center is located outside of the Commonwealth of Pennsylvania, then that provision shall be interpreted and construed under the laws of the state in which the Financial Center is located. Nothing in this Section 26 is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation to which this Agreement would not otherwise be subject.

C. Alternative Dispute Resolution Process

Except as otherwise provided in this Agreement, any claim or controversy arising out of or related to this Agreement (including claims of fraud in the inducement, claims related to the applicability or validity of this Section 26, and/or any claim that this Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void), the relationship between FFC and Franchisee, or Franchisee's operation of the Financial Center shall be subject to the alternative dispute resolution process ("**ADR Process**"). The ADR Process shall not be required by either FFC or Franchisee with respect to (a) any claim or dispute involving actual or threatened disclosure or misuse of the confidential information of FFC, (b) any claim or dispute involving the ownership, validity, or use of the Marks, (c) any claim or dispute involving the insurance or indemnification provisions of this Agreement or (d) any action to enforce the covenants set forth in Section 11 of this Agreement.

The ADR Process under this Section 26 is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms.

The ADR Process provided for hereunder shall be commenced by a party wishing to resolve a dispute ("**Complainant**"). Complainant shall initiate negotiation proceedings by sending a certified or registered letter to the party with whom dispute resolution is sought ("**Respondent**") setting forth the particulars of the dispute, the term(s) of this Agreement (if any) that are involved and a proposed resolution of the dispute. Except as required to be disclosed under applicable law, all aspects of the ADR Process shall be treated as confidential, shall not be disclosed to others and shall not be offered or admissible in any other proceeding or legal action whatsoever.

Respondent must respond within 30 days of receipt of a letter from Complainant with a written explanation and response to the proposed resolution.

If the dispute is not resolved through correspondence, then Complainant and Respondent shall meet at a place determined by FFC on at least one occasion within 60 days of receipt of the initial letter in an attempt to resolve the dispute.

If Complainant and Respondent are unable to resolve the dispute within 60 days of receipt of the initial letter (or within such extended period of time as Complainant and Respondent shall agree upon in writing), either Complainant or Respondent may submit the dispute to arbitration in accordance with this Section 26. Except as set forth above, disputes and claims relating to this Agreement (including claims of fraud in the inducement and/or any claim that this Agreement or any of its provisions are invalid, illegal or otherwise void or voidable), the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation (including claims related to the applicability or validity of this Section 26.B.), or performance of either party under this Agreement, will be submitted to arbitration at the office of the American Arbitration Association ("**AAA**") closest to FFC's principal place of business at the time the arbitration is initiated in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the AAA ("**AAA Rules**"). Any disputes to be resolved by arbitration shall be governed by the Federal Arbitration Act, as amended. Any dispute arising out of or in connection with this arbitration provision (including any question regarding its existence, validity, scope, or termination) shall be referred to and finally resolved by arbitration. The following shall supplement the AAA Rules and, in the event of a conflict, shall govern any dispute submitted to arbitration:

i. Within thirty (30) days of the later of Complainant filing the arbitration demand with the office of the AAA and Complainant sending a copy of the arbitration demand to Respondent ("**Answer Due Date**"), Respondent shall deliver to Complainant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested. A counterclaim shall mean any claim(s) arising out of the transaction or occurrence that is the subject matter of Complainant's claim that, at the time of the Answer Due Date, Respondent has against Complainant. Any counterclaim(s) not included in the answer shall be considered waived. The parties agree that the arbitrator(s) may tender an interim ruling, including injunctive relief, and all claims of any type by either party, including counterclaims and defenses, are included in the jurisdiction of arbitration. The number of arbitrators shall be three. The arbitrators shall be selected from the AAA's large and complex case panel. Each party has ten (10) days from the date of mailing by the American Arbitration Association of the written list of proposed arbitrators within which to return to the American Arbitration Association the written list of proposed arbitrators with their choices of arbitrators. The arbitrator selected by FFC and the arbitrator selected by Franchisee shall select the third arbitrator. Should either party fail to pay any fee due by the AAA in connection with any arbitration matter related to this Agreement (including any failure to participate in an arbitration that results in the non-payment of a fee), the other party may elect to reduce the number of arbitrators to one without the consent of the non-paying party. Should the number of arbitrators be reduced from three to one, the arbitrator shall be appointed in accordance with the AAA Rules. The parties further consent to the jurisdiction of any appropriate court to enforce the provisions of this Section and/or to confirm any award rendered by the panel of arbitrators or arbitrator.

ii. The arbitrator(s) shall use the laws of Pennsylvania for interpretation of this Agreement. Each party shall bear its share of the costs and fees of the arbitration in accordance with the AAA Rules. Should a party fail to pay its portion of the arbitration fees in accordance with the AAA Rules, such failure to pay shall be grounds for dismissal of the non-paying party's claims. The arbitrator(s) shall apply the Federal Rules of Evidence at the hearings. The arbitrator(s)' award shall include interest from the date of any damages incurred, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator, but in no event less than one and a half percent (1.5%) per month, or part of a month, from the date until paid. The prevailing party shall be entitled to recover from the non-prevailing party all costs of arbitration, including without limitation, the arbitrator(s)' fee, attorneys' fees, interest, and costs of the investigation. The arbitration hearings shall be completed within one-hundred and fifty (150) days of the filing of the arbitration demand.

iii. The arbitrator(s) shall have no authority to amend or modify the terms of this Agreement. The parties further agree that, unless such a limitation is prohibited by applicable law, the arbitrator(s) shall have no authority to award damages precluded by Section 26.E. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between the parties. This Agreement to arbitrate shall survive any termination or expiration of this Agreement.

iv. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination, shall be decided by arbitration.

D. <u>Other Legal Actions or Proceedings</u>

BY SIGNING THIS AGREEMENT, FRANCHISEE SUBMIT AND AGREE TO BE BOUND

BY THE PERSONAL JURISDICTION AND VENUE OF THE BUCKS COUNTY'S COURT OF COMMON PLEAS IN DOYLESTOWN, PENNSYLVANIA OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA IN PHILADELPHIA, PENNSYLVANIA.

Any legal action or proceeding brought by any party against the other outside the ADR Process shall be adjudicated exclusively in Bucks County's Court of Common Pleas, in Doylestown, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, in Philadelphia, Pennsylvania. If Franchisees institute a claim in any other court and FFC succeeds in a motion to dismiss or transfer jurisdiction and/or venue, Franchisee must reimburse FFC its reasonable costs and attorneys' fees to defend the action and/or move for the dismissal or transfer of the action. Any counterclaim or crossclaim may not be asserted as part of a class, nor joined or consolidated with the claim of any other franchisee(s). This Section 23.D. applies to claims by and against all parties and their respective Guarantor(s), employees, agents, and representatives

E. Waiver of Jury Trial

PARTIES HEREBY AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FFC THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THIS AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.

F. Contractual Limitations Period

Except for claims arising from (i) Franchisee's non-payment of amounts owed to FFC and/or its affiliates, (ii) post-termination obligations under this Agreement or (iii) any violations of intellectual property rights, any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and FFC, Franchisee's or FFC's actions in connection with this Agreement or Franchisee's operation of a Financial Center will be barred unless a judicial or arbitration proceeding is commenced by either party hereto against the other (including actions Franchisee may bring against FFC, its affiliates, officers, directors, and employees) within 24 months from the occurrence of the facts giving rise to such claim or action.

G. Waiver of Punitive and Exemplary Damages

FFC AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

H. Remedies and Relief

Should Franchisee fail to open the Financial Center per the terms of this Agreement, Franchisee shall pay FFC as liquidated damages, not as a penalty, forty-nine thousand five hundred dollars ($49,500), which is the Royalty Fee the initial term of the Agreement.

Nothing in this Section 26 shall prevent either party from applying to any court of competent jurisdiction for injunctive relief: (i) to enforce any provision of this Agreement related to the Marks or Copyrighted Works; (ii) to enforce the covenants contained in Section 14 of this Agreement; or (iii) to obtain other equitable relief. No right or remedy conferred upon or reserved by FFC or Franchisee by this Agreement is intended or shall be deemed to be exclusive of any other right or remedy provided or permitted herein by law or at equity. Each right or remedy shall be cumulative of every other right or remedy. Any claim or legal proceeding resolved in FFC's favor shall entitle FFC to reasonable costs and attorney(s) fees.

I. Other Provisions

Nothing herein contained shall bar the right of either party to obtain, without invoking the ADR

Process, a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect FFC's or Franchisee's interests (including those matters set forth in the second sentence of Section 26.B.) under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

The term "Franchisee" for purposes of this arbitration clause, shall include the shareholders, owners, Guarantor(s) (defined below), principals, members, or partners of Franchisee, or any person or entity claiming by or through any of the foregoing. Franchisee specifically agrees and acknowledges that claims arising out of or relating to this Agreement in any way against or by any person or entity, whether a signatory to this Agreement or not, shall be resolved through arbitration. Franchisee specifically agrees that this Section 26 is entered into without any fraud, duress, or undue influence on the part of FFC or any agent, broker, or employee thereof.

27. MISCELLANEOUS

Franchisee acknowledges that it has conducted an independent investigation of the business of operating the Financial Center, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as (an) independent businessperson(s), his/her active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. FFC expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

Franchisee acknowledges that it shall have sole and complete responsibility for the choice of the Approved Location; that FFC has not (and shall not be deemed to have, even by FFC's acceptance of the site that is the Approved Location) given any representation, promise, or guarantee of Franchisee's success at the Approved Location; and that Franchisee shall be solely responsible for its own success at the Approved Location. Franchisee acknowledges that (i) Franchisee is solely responsible for funding and/or financing the development, construction and operation of the Financial Center, (ii) FFC does not offer funding or financing for the Financial Center; and (iii) financing may be impacted by the loan history of previous and current franchisees of the System which is beyond the control of FFC. Other than connecting Franchisee with potential lenders, FFC has not made any representations, promises, or guarantees regarding funding and/or financing or Franchisee's ability to obtain funding and/or financing.

Franchisee acknowledges that it received FFC's current franchise disclosure document ("FDD") at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it received a completed copy of this Agreement, and all related agreements attached to the FDD, with any changes to such agreements unilaterally and materially made by FFC at least seven (7) calendar days prior to the date on which this Agreement and all related agreements were executed.

Franchisee acknowledges that it has read and understood the FDD, this Agreement, and the exhibits to this Agreement, and that FFC has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement. Franchisee acknowledges that it has no knowledge of any representations by FFC, or anyone purporting to act on FFC's behalf, that are contrary to the statements made in the FDD or contrary to the terms of this Agreement.

Franchisee, on behalf of itself and its current and former parents, subsidiaries, affiliates and related entities, and the respective current and former owners, members, shareholders, officers, directors, agents limited liability company members, managers, insurers, attorneys, employees, predecessors, successors and assigns of each, and on behalf of the Principal(s), hereby (i) forever release, acquit, and discharge FFC, its parents, affiliates and related entities, and their current and former predecessors and affiliates, for each of their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and for all of their current and former heirs, executors, administrators, personal representatives, successors, assigns, and all other person(s) acting on their behalf from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, vested or contingent, at law or in equity, arising prior to or on the Effective Date, and (ii) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against FFC, its parents, affiliates and related entities, and their current and former predecessors and affiliates, each of their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and/or each of their current and former heirs, executors, administrators, personal representatives, successors, assigns, and all other persons(s) acting on their behalf, directly or indirectly, relating to any claim or demand released under this Section 25; provided, however, that this release and covenant not to sue shall not apply to any claim that arises under any applicable federal and state franchise laws, except to the extent that such claims may by law be released by this Agreement. Franchisee shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon FFC's request. This Section 25 shall survive the expiration or termination of this Agreement.

This Agreement may be executed and delivered, including by way of electronic signature (PDF formats included) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

FAMILY FINANCIAL CENTERS, LLC,

a Delaware limited liability

By: ______________________________________

Title: _____________________________________

Print Name: _________________________________

FRANCHISEE:

By: ______________________________________

Title:______________________________________

Print Name:_________________________________

IF FRANCHISEE IS A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY, ALL PRINCIPALS MUST EXECUTE THE FOLLOWING:

GUARANTEE PROVISION

As an inducement to FFC to enter this Agreement between FFC and Franchisee, the undersigned guarantor(s) ("**Guarantor(s)**"), jointly and severally, for the term of this Agreement and any extension, renewal, continuation or successor thereof, and thereafter until all of Franchisee's obligations to FFC have been satisfied, do hereby personally, absolutely, and unconditionally guarantee to FFC and its successors and assigns that Franchisee shall punctually pay and perform each and every obligation, undertaking, condition, and covenant set forth in this Agreement, any amendments to this Agreement, and any renewal, extension or continuation of the rights under this Agreement. Further, Guarantor(s), individually, jointly and severally, hereby agrees to be personally bound by each and every condition and term contained in this Agreement as though Guarantor(s) had executed an agreement containing the identical terms and conditions of this Agreement (including confidentiality, non-competition, and dispute resolution provisions) and any amendments, extension, or other modification to this Agreement.

Upon demand by FFC, Guarantor(s) shall immediately make each contribution or payment required of Franchisee under this Agreement. Guarantor(s) waives: (i) all rights to payments and claims for reimbursement or subrogation that Guarantor(s) may have against Franchisee arising as a result of Guarantor(s)'s execution of and performance under this guarantee provision, for the express purpose that no Guarantor(s) shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to FFC; (ii) all rights to require FFC to proceed against Franchisee (or any guarantor) for any payment required under this Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any Guarantor(s) in seeking reimbursement or subrogation in connection with this guarantee provision or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by FFC; and (iv) acceptance and notice of acceptance by FFC of his, her or its undertakings under this guarantee provision, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. FFC shall have no present or future duty or obligation to Guarantor(s) under this guarantee provision, and Guarantor(s) waives any right to claim or assert any such duty or obligation, to discover or disclose to Guarantor(s) any information, financial or otherwise, concerning Franchisee, any other guarantor or any collateral securing any obligations of Franchisee to FFC. Without affecting the obligations of Guarantor(s) under this guarantee provision, FFC may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with or release all or any provisions of this Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under this Agreement, assign this Agreement or the right to receive any sum payable under this Agreement, and the undersigned each hereby jointly and severally waive notice of same and agrees to be bound by any and all amendments and changes to this Agreement. Guarantor(s) expressly acknowledges that the obligations under this guarantee provision survive the expiration or termination of this Agreement.

Guarantor(s) agrees to defend, indemnify, and hold FFC harmless against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) ("**Claims**") resulting from, consisting of, or arising out of or in connection with any failure by Franchisee, its officers, directors, agents, or employees to perform any obligation under this Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to in this Agreement.

Upon the death of any Guarantor(s), the estate of such individual shall be bound by this guarantee provision, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other Guarantor(s) shall continue in full force and effect. Any and all notices required or permitted under this guarantee provision shall be in writing and shall be delivered in the manner provided under Section 21 of this Agreement.

Unless specifically stated otherwise, the terms used in this guarantee provision shall have the same meaning as in this Agreement, and shall be interpreted and construed in accordance with Section 25 of this Agreement. This guarantee provision shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania. In the event of any conflict of law, the laws of Pennsylvania shall prevail, without regard to, and without giving effect to, the application of the Commonwealth of Pennsylvania conflict of law rules. If any provision of this guarantee provision would not be enforceable under the laws of the Commonwealth of Pennsylvania and the Financial Center is located outside of the Commonwealth of Pennsylvania, then that provision shall be interpreted and construed under the laws of the state in which the Financial Center is located. Nothing in this guarantee provision is intended by the parties to subject this guarantee provision to any franchise or similar law, rule, or regulation of the Commonwealth of Pennsylvania or of any other state to which it would not otherwise be subject.

This guarantee provision may be executed and delivered, including by way of electronic signature (PDF formats included) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has signed this guarantee provision effective the Effective Date.

GUARANTOR(S)

____________________________________, individually

____________________________________, individually

____________________________________, individually

____________________________________, individually

Attachment A
to Franchise Agreement

GLOSSARY OF NON-DEFINED TERMS

Capitalized terms will have the following meanings unless otherwise defined in this Agreement.

"Advertising Cooperative" means a group of FAMILY FINANCIAL CENTERS® Financial Centers formed to facilitate marketing and advertising placement in a particular geographic area.

"Affiliate" means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

"Business Entity" means a corporation, limited liability company, limited partnership, or other entity created under statutory authority.

"Confidential Information" means all trade secrets, the Standards, elements of the System, Customer Information, all information contained in the Manuals, and any other information that FFC designates as "Confidential Information."

"Copyrighted Works" means works of authorship that are owned by FFC and fixed in a tangible medium of expression, including the Marks, the Marks design elements, the content of the Manual, the content and design of FFC's website, and advertising and promotional materials.

"Franchise Site Application" means the form of application prescribed by FFC and used to evaluate proposed sites for the Financial Center premises.

"Gross Revenues" means are those revenues as determined by an accrual accounting basis, derived from the operation of the Financial Center and includes the sale of unauthorized products, without constituting an approval or waiver of such sale, whether for cash or credit and irrespective of the collection thereof, such as fees for loans and money transfers, but excludes any taxes added to the sale price and collected from the customer.

"Operating Principal" means the individual responsible for the day-to-day management and supervision of the Financial Center. If you are an individual, you are the Operating Principal. If you are Business Entity, the Operating Principal is the person holding at least a fifty percent (50%) equity interest in Business Entity that you appointed as your Operating Principal and FFC approved as meeting its then-current Standards for Operating Principals. You identify your Operating Principal in Attachment B to the Franchise Agreement.

"Person" means an individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government or any department or agency thereof, a trust, and any other incorporated or unincorporated association or organization.

"Principals" means: (1) if you are an individual, you and your spouse; (2) if you are a corporation, any holder of your voting securities and your officers and directors; (3) if you are a limited liability company, your members and managers; and (4) if you are a limited partnership, your general partner and the Principals of your general partner. If any Principal is a Business Entity, then the term "Principal" also includes the Business Entity Principals.

"Protected Area" means the geographic or other area identified in Attachments B and D to the Franchise Agreement.

"Site Selection Area" means the geographical area identified in Attachment B to the Franchise Agreement.

"Standards" means the standards, specifications, policies, procedures, and techniques that FFC has developed relating to the location, establishment, operation, and promotion of Financial Centers, all of which may be changed by FFC in its sole discretion. The Standards include, among other things, required and recommended business practices; standards and specifications for Business premises design and appearance; customer service standards; sales techniques and procedures; and other management, operational, and accounting procedures.

Attachment B
to Franchise Agreement

DATA SHEET

1. Effective Date. ______________________________

2. Site Selection Deadline. ______________________________

3. Opening Deadline. ______________________________

4. Expiration Date. ______________________________

5. Franchisee. ______________________________

6. Principal Place of Business. ______________________________

   ____

7. Guarantor(s).
   - Full Name: ______________________________
   - Address: ______________________________
   - Email: ______________________________
   - Phone Number: ______________________________
   - Full Name: ______________________________
   - Address: ______________________________
   - Email: ______________________________
   - Phone Number: ______________________________
   - Additional, if necessary:______________________________

     ____

     ____

8. Operating Principal.
   - Full Name: ______________________________
   - Address: ______________________________
   - Email: ______________________________
   - Phone Number: ______________________________

9. Model. The Financial Center will operate under the following franchise model:
   - ☐ Standard
   - ☐ Store 'N Store
   - ☐ Financial Services Package
   - ☐ Automated Check Cashing Machine

11. Site Selection Area. ____

____

12. Approved Location.

a. Address, if address is known upon execution: __________________________

____

b. If unknown upon execution, the Approved Location is the location is subject to FFC's approval and listed on the Approved Location Addendum.

13. Protected Area.

____

14. Initial Franchise Fee.

____

15. Royalty Fee. The greater of (1) $275 per month or (2) the sum of (a) two-tenths of one percent (.2%) of the face amount of all checks cashed and all debit transactions on all check cashing and debit card services; plus (b) five percent (5%) of fees collected on Gold and five percent (5%) of fees collected on Loans.

16. Grand – Opening Advertising Fee. $3,000.

17. Promotional Fund Contribution. $175 per month; subject to an annual increase in amounts determined by FFC not to exceed 10% of then-current contribution amount.

18. Marketing Fund Contribution. Amount designated by FFC, not to exceed 2% of Gross Revenues

19. Minimum Local Advertising Contribution. Amount designated by FFC, not to exceed 2% of Gross Revenues

20. Renewal Fee. $15,000

21. Transfer Fee. $36,500

22. Resale Administration Fee. $36,500

FRANCHISEE: COMPANY:

Family Financial Centers, LLC

Initial:__________ Date:______________ Initial:_____________ Date:______________

Attachment C
to Franchise Agreement

LIST OF FRANCHISEE'S OWNERS

All of Franchisee's (i) owners of record and all Owners of any class of voting securities or securities convertible into voting securities; and/or (ii) general and limited partners:

Name of Shareholder/Partner/ Member	Domicile	State of Domicile	Interest (%) (with description)

Franchisee represents and warrants that the ownership information provided above is true and correct as of the Effective Date and that there are no documents, agreements, promises, trust arrangements, or inducements related to Franchisee's ownership that convey, grant or promise any current or future interest or rights (including but not limited to ownership interests, partnership interests, voting rights, future interests, warrants, springing interests, and/or options for an interest)in Franchisee, the Financial Center, or any assets of the franchised business. Franchisee acknowledges that any change in the ownership information above is subject to Section 17 and Company's prior written consent.

The Operating Principal Owner: The following identifies the Operating Principal (as defined in Attachment A to the Franchise Agreement):

Name and Title	Domicile	State of Domicile	Interest (%) (with description)

FRANCHISEE: COMPANY:

Family Financial Centers, LLC

By: ______________________________ By: ______________________________

Initial:____________________ Date:__________ Initial:_________
Date:

ATTACHMENT D
to Franchise Agreement

Approved Location & Protected Area Addendum

THIS ADDENDUM (this "**Addendum**") made and entered into on________________________, 20_(the "**Addendum Effective Date**") by and between Family Financial Centers, LLC, a Delaware limited liability company, with its principal place of business at 99 Lantern Drive, Suite 101, Doylestown, PA 18901 (**"FFC"**), and ______("**Franchisee**").

BACKGROUND:

A. Franchisee and FFC have signed a Franchise Agreement dated __________________ (the "**Franchise Agreement**") for the development of a Financial Center and Franchisee and FFC wish to amend the Franchise Agreement to document the Approved Location and Protected Area for the Financial Center.

B. All capitalized terms used but not otherwise defined in this Addendum shall have the meaning set forth in the Franchise Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Franchisee has selected, and FFC has accepted and authorized, the following location as the Approved Location (defined in the Franchise Agreement) for the Financial Center in accordance with Section 3.B. of the Franchise Agreement:

Address of Approved Location: ____

Franchisee shall develop the Financial at the Accepted Location in accordance with Section 3 of the Franchise Agreement.

2. The following shall be the Protected Area (defined in the Franchise Agreement) for the Financial Center located at the Accepted Location as designated in accordance with Section

1.B. of the Franchise Agreement: Protected Area: ____

3. This Addendum may be executed and delivered, including by way of electronic signature (PDF formats included) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Addendum as of the Addendum Effective Date.

FRANCHISEE:	FFC:
	Family Financial Centers, LLC
By:______________________	By:______________________
Name:____________________	Name:____________________
Title:_____________________	Title:_____________________
By:______________________	
Name:____________________	
Title:_____________________	

Attachment E
to Franchise Agreement

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(for General Partners, Members, Directors, Officers, Principals, Trained Employees, Shareholders and Other Stakeholders)

In consideration of my being a________________________________of Franchisee, as defined below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. ____________________________doing business as_________________("Franchisee") has acquired the right and franchise from Family Financial Centers, LLC ("FFC") to establish and operate a Franchised Business ("Franchised Business") and the right to use in the operation of the Franchised Business, FFC trade names, trademarks, service marks, including the service mark FAMILY FINANCIAL CENTERS® ("Marks") and the system developed by FFC and/or its affiliates for operation and management of Franchised Businesses ("System"), as they may be changed, improved and further developed from time to time in FFC's sole discretion.

2. FFC possesses certain proprietary and confidential information relating to the operation of the System, which includes the Operations Manual, trade secrets and copyrighted materials, methods and other techniques and know-how ("Confidential Information").

3. Any manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how and techniques which FFC specifically designates as confidential will be deemed to be Confidential Information for purposes of this Agreement.

4. As________________________________of the Franchisee, FFC and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, FFC operations manual("Manual") and other general assistance during the term of this Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of FFC and is disclosed to me solely on the condition that I agree and I do hereby agree that I will hold in strict confidence all Confidential Information and all other information designated by FFC as confidential. Unless FFC otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _______ of the Franchisee. I will continue not to disclose any such information, even after I cease to be in that position and will not use any such information, even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. I WILL NOT, WHILE IN MY POSITION WITH THE FRANCHISEE AND FOR A CONTINUOUS UNINTERRUPTED PERIOD COMMENCING UPON THE CESSATION OR TERMINATION OF MY POSITION WITH FRANCHISEE, REGARDLESS OF THE CAUSE FOR TERMINATION AND CONTINUINGFOR TWO (2) YEARS THEREAFTER, EITHER DIRECTLY OR INDIRECTLY, FOR MYSELF OR THROUGH, ON BEHALF OF OR IN CONJUNCTION WITH ANY OTHER PERSON, PARTNERSHIP, CORPORATION OR OTHER LIMITED LIABILITY COMPANY OWN, MAINTAIN, ENGAGE IN, BE EMPLOYED BY, ADVISE, ASSIST, INVEST IN, FRANCHISE, MAKE LOANS TO OR HAVE ANY INTEREST IN ANY BUSINESS IN WHICH FINANCIAL SERVICES COMPRISE

MORE THAN 5% OF TOTAL SALES IN THE PROTECTED AREA. This restriction does not apply to my ownership of less than five percent beneficial interest in any publicly held corporation's outstanding securities.

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

9. I understand and acknowledge that FFC will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. I am aware that my violation of this Agreement will cause FFC and the Franchisee irreparable harm. Therefore, I acknowledge and agree that the Franchisee and/or FFC may apply for the issuance of an injunction preventing me from violating this Agreement. I agree to pay the Franchisee and FFC all the costs it/they incur(s), including, but not limited to, legal fees and expenses if this Agreement is enforced against me. Due to this Agreement's importance to the Franchisee and FFC, any claim I have against the Franchisee or FFC is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

11. This Agreement is governed and will be construed under the laws of the Commonwealth of Pennsylvania.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the exclusive jurisdiction of the state courts located in Bucks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. I acknowledge that this Agreement has been entered into in the Commonwealth of Pennsylvania and that I am to receive valuable information emanating from FFC headquarters in Bucks County, Pennsylvania. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts in Pennsylvania as set forth above. Notwithstanding the foregoing, I acknowledge and agree that FFC may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Individually,	**ACKNOWLEDGED BY FRANCHISEE**
Signature: ______________________________	By:______________________________
Name: ______________________________	Name:______________________________
Address: ______________________________	Title:______________________________
Title: ______________________________	

Attachment F
to Franchise Agreement
AUTHORIZATION AGREEMENT FOR DIRECT DEBITS

Name of Person or Legal Entity: ______________________________

Shop Name: ______________________________

Shop Number: ______________________________

I (we) hereby authorize Family Financial Centers, LLC ("**FFC**") to initiate debit entries to my (our) Checking or Savings account listed below, at the depository institution named below, hereinafter called DEPOSITORY, and to reverse the same to such account in the event of an error. I (we) hereby authorize FFC to directly debit the above account for all royalties, advertising obligation contributions, assessments, fines, other fees, invoices, or contributions, and any other amounts as they become due, assessed, or imposed under all franchise agreements and other agreements/arrangements (including any amendments thereto) with FFC and/or FFC's affiliates.

DEPOSITORY INFORMATION:

NAME OF BANK: ______________________________

BRANCH: ______________________________

(Location where you opened the Account)

CITY:____________________STATE:__________ZIP: __________

ROUTING NUMBER: ______________________________

(If unknown, please contact your financial institution)

ACCOUNT NUMBER: ______________________________

(If unknown, please contact your financial institution)

If you are providing information for a checking account, please include a copy of a <u>voided check</u> so that we can verify that the numbers match your form.

ACCOUNT TYPE (*Please Select One):* ( ) Checking ( ) Savings

NAME(S) ON BANK ACCOUNT: ______________________________

DATE:____________________ SIGNED:______________________________

DATE:____________________ SIGNED: ______________________________

Reason for submitting this form:

Please Select One: ( ) New Financial Center ( ) Transfer ( ) Change of Account Information

Attachment G
to Franchise Agreement

TELEPHONE NUMBER ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER ASSIGNMENT AGREEMENT is made on this ___ day of___, 20__, by and between ________, ("**Assignor**") and Family Financial Centers, LLC ("**Assignee**"). Assignor and Assignee may be referred to herein collectively as the "parties," and either of the parties may be referred to herein as a "party."

WITNESSETH:

WHEREAS, the Assignee has developed and owns the proprietary system ("**System**") for the operation of a financial services center under the trademark and logo FAMILY FINANCIAL CENTERS® ("**Franchised Business**");

WHEREAS, the Assignor has been granted a license to operate a Franchised Business according to a Franchise Agreement dated_________________________, under the System;

WHEREAS, in order to operate its Franchised Business, the Assignor must acquire one or more telephone numbers, telephone listings, and telephone directory advertisements; and

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title, and interest in its telephone numbers, telephone listings, and telephone directory advertisements to the Assignee in the event of a termination of the Franchise Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee all of its rights, title, and interest in and to certain telephone numbers, telephone listings, and telephone directory advertisements according to which Assignor must operate its Franchised Business under the terms of the Franchise Agreement; provided, however, such Assignment is not effective unless and until the Franchise Agreement is terminated under the provisions thereof.

2. Representation and Warranties of the Assignor. The Assignor hereby represents, warrants, and covenants to the Assignee that:

   a. As of the effective date of the Assignment, all of the Assignor's obligations and indebtedness for telephone, telephone listing services, and telephone directory advertisement services must be paid and current;

   b. As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver, and perform this Agreement;

   c. This Agreement is a legal and binding obligation of the Assignor, enforceable under the terms hereof;

   d. The execution, delivery, and performance of this Assignment does not conflict with, violate, breach, or constitute a default under any contract, agreement, or instrument to which the Assignor is a party orby which the assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

   e. The Assignor has the specific power to assign and transfer its right, title, and interest in its telephone numbers, telephone listings, and telephone directory advertisements, and the Assignor has obtained all necessary consents to this Assignment.

3. Miscellaneous. The validity, construction, and performance of this Assignment are governed by the Commonwealth of Pennsylvania laws. All agreements, covenants, representations, and warranties made herein survive the execution hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the day and year first written above.

ASSIGNEE:

Family Financial Centers, LLC

By: ____

Name: ____

Title: ____

ASSIGNOR:

Franchisee

By: ____

Name: ____

Title: ____

Attachment H
to Franchise Agreement

LEASE RIDER

THIS RIDER (this "Rider") is made and entered into as of the_________________day of _______________________, 20__, by and among **FAMILY FINANCIAL CENTERS, LLC**, a Delaware limited liability company ("**FFC**"), _________________ ("**Franchisee**")and ____("**Landlord**"), as an addendum to the lease, as modified, amended, supplemented, renewed and/or extended from time to time as contemplated herein (the "**Lease**") dated as of___________________________, 20__for the premises located at _______________________, in the State/Commonwealth of__(the "**Premises**").

WHEREAS, Franchisee has also entered (or will also enter) into a Franchise Agreement (the "**Franchise Agreement**") with FFC for the development and operation of a Financial Center at the Premises, and as a condition to obtaining FFC's approval of the Lease, the Lease for the Premises must contain the provisions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and commitments contained herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Premises may be used solely for the operation of a Financial Center. Franchisee, as the tenant under the Lease, shall have the right to display and use FFC proprietary marks and signs in the manner required by FFC.

2. Landlord agrees to deliver to FFC a copy of any notice of default or termination of the Lease and all correspondence between Landlord and Franchisee related to any such default at the same time such notice is delivered to Franchisee. Landlord agrees to notify FFC in writing of and upon failure of Franchisee to cure any default by Franchisee under the Lease.

3. Any default under the Lease shall also constitute a default under the Franchise Agreement, and any default under the Franchise Agreement shall also constitute a default under the Lease.

4. Franchisee assigns to FFC, with Landlord's irrevocable and unconditional consent, all of Franchisee's rights, title and interests to and under the Lease upon any termination or expiration without renewal of the Franchise Agreement, but no such assignment shall be effective unless and until: (a)the Franchise Agreement is terminated or expires without renewal; and (b) FFC exercises its option under the Franchise Agreement and this Rider to assume Franchisee's interest under the Lease by notifying Franchisee and Landlord in writing that FFC assumes Franchisee's obligations under the Lease.

5. FFC shall have the right, but not the obligation, to cure any breach of the Lease upon giving written notice of its election to Franchisee and Landlord, and, if so stated in the notice, to also succeed to Franchisee's rights, title and interests thereunder. Such cure period shall be extended for an additional: (a) 15 days in the event of a monetary default and (b) 30 days in the event of a non-monetary default (or such longer period as may be reasonably necessary provided FFC commences a cure within such 30-day period and diligently pursues the cure thereafter), after the expiration of the time in which Franchisee may cure a default pursuant to the terms of the Lease.

6. Franchisee and Landlord agree that they will not modify, amend, supplement, and/or extend, nor (in the case of Franchisee) assign the Lease rights, without FFC's prior written consent. Franchisee shall not amend or assign the Lease or renew or extend the terms thereof without the prior written consent of FFC.

7. Franchisee and Landlord acknowledge and agree that FFC shall have no liability or obligation whatsoever under the Lease unless and until FFC gives written notice to Landlord that FFC assumes the Lease in accordance with this Rider. The parties also agree that by signing this Rider, FFC has not

guaranteed Franchisee's obligations to Landlord. FFC, along with its successors and assigns, is an intended third-party beneficiary of the provisions of this Rider.

8. If FFC assumes the Lease, as provided above, FFC may, without Landlord's prior consent, further assign the Lease to another franchisee of FFC to operate a Financial Center at the Premises provided that the proposed franchisee has met all of FFC's applicable criteria and requirements and has executed a franchise agreement with FFC. Landlord and Franchisee agree to execute such further documentation to confirm Landlord's consent to the assignment permitted under this Rider as FFC may reasonably request for that purpose. Upon such assignment to a franchisee of FFC, FFC shall be released from any further liability under the terms and conditions of the Lease.

9. Landlord and Franchisee acknowledge that Franchisee has agreed under the Franchise Agreement that FFC and its employees or agents have the right to enter the Premises for certain purposes. Landlord agrees not to interfere with or prevent such entry by FFC, its employees, or agents. Landlord and Franchisee further acknowledge that if the Franchise Agreement expires (without renewal) or is terminated, then Franchisee has an obligation under the Franchise Agreement to take certain steps to properly de- identify the Premises as a Financial Center (unless FFC takes an assignment of the lease, as provided above). Landlord agrees to cooperate fully with FFC in enforcing such obligations under the Franchise Agreement against Franchisee, including permitting FFC, its employees or agent, to enter the Premises and remove any signs (both interior and exterior), décor and/or any other materials displaying any marks, designs, slogans and/or logos associated with FFC. As between FFC and Landlord, FFC shall bear all costs and expenses of such de-identification activities in the event FFC undertakes such work and shall repair any damage to the Premises caused as a result of such entry and de-identification. Franchisee acknowledges that, under the Franchise Agreement, if Franchisee fails to de-identify the Premises, Franchisee has agreed to pay to FFC upon demand FFC's then-current fee and expenses incurred for de-identifying the Premises.

10. If Landlord is an affiliate or an owner of Franchisee, Landlord and Franchisee agree that if Landlord proposes to sell the Premises, before the sale of the Premises, upon the request of FFC the Lease shall be amended to reflect a rental rate and other terms that are the reasonable and customary rental rates and terms prevailing in the community where the Financial Center is located.

11. Landlord and Franchisee agree that the terms in this Rider shall supersede any terms to the contrary set forth in the Lease.

12. Landlord and Franchisee agree that copies of any and all notices required or permitted under this Rider or under the Lease, shall also be sent to FFC at 99 Lantern Drive, Suite 101, Doylestown, PA 18901 (attention Legal Department), or to such other address as FFC may specify by giving written notice to Landlord.

13. This Rider may be executed and delivered, including by way of electronic signature (PDF formats included) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed and delivered this Agreement intending for it to be effective on the date first set forth above.

LANDLORD:

By: ________________________________
Name: ______________________________
Title: _______________________________

FRANCHISEE:

By: ________________________________
Name: ______________________________
Title: _______________________________

FFC:

By: ________________________________
Name: ______________________________
Title: _______________________________

Attachment I
to Franchise Agreement

ADA CERTIFICATION

Family Financial Centers, LLC ("**FFC**") and ____

("**Franchisee**") are parties to a franchise agreement dated______________________________ ______________for the operation of a Financial Center at ______________(the "**Financial Center**"). In accordance with the Franchise Agreement, Franchisee certifies to FFC that, to the best of Franchisee's knowledge, the Financial Center and its adjacent areas comply with all applicable federal, state, and local accessibility laws, statutes, codes, rules, regulations, and standards, including the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by FFC does not constitute ownership, control, leasing, or operation of the Financial Center. Franchisee acknowledges that FFC has relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify FFC and the officers, directors, and employees of FFC in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

FRANCHISEE:

By: ______________________________________

Name: ___________________________________

Title: ____________________________________

ATTACHMENT J
SMALL BUSINESS ADMINISTRATION ADDENDUM

Appendix 9

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on____________________ __________________________________, 20____, by and between____________________(“Franchisor”), located at_________________________, and____ (“Franchisee”), located at____.

Franchisor and Franchisee entered into a Franchise Agreement on_____________________, 20_, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA- assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

1. CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

2. FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as ''franchise'' relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise *See* 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

P 50 10 5(J)

Appendix 9

3. COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

4. EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: ____

Print Name: ________________________________

Title:_______________________________________

Authorized Representative of FRANCHISEE:

By: ____

Print Name: ________________________________

Title:_____________________________________

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

ATTACHMENT K STATE ADDENDA

AMENDMENT TO FAMILY FINANCIAL CENTERS, LLC, FRANCHISE AGREEMENTREQUIRED BY THE STATE OF NEW YORK

For purposes of complying with the requirements of New York Law, including the New York General Business Law, Article 33, §§ 680 – 695 (1989) ("**New York Law**"), Family Financial Center, LLC ("**FFC**") and ____ ("**Franchisee**"), hereby amend the Franchise Agreement between them dated _____________________ ("**Agreement**") as follows:

(1) To the extent that the Agreement requires you to sign a release or to acknowledge facts that would negate or remove from judicial renew any statement, misrepresentation or action that would violate the New York Law or a rule or order promulgated there under, such release or acknowledgment of fact will be void with respect to claims arising under the New York. It is the intent of this provision that non-waiver provisions of the Sections 687.4 and 687.5 of the New York Law be satisfied.

(2) Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of New York Law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

(3) As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law.

(4) All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on_, 20__.

FFC:	**FRANCHISEE:**
Family Financial Centers, LLC	
By: ______________________________	By:. ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

EXHIBIT E
FINANCIAL STATEMENTS

FAMILY FINANCIAL CENTERS, LLC

December 31, 2023

BKC

Certified Public Accountants, PC

FAMILY FINANCIAL CENTERS, LLC

For the Year Ended December 31, 2023

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Certified Public Accountants, PC
www.bkc-cpa.com

Independent Auditors' Report

The Board of Directors
Family Financial Centers, Inc.
Doylestown, PA

Opinion

We have audited the accompanying financial statements of Family Financial Centers, LLC, which comprise the Balance Sheet as of December 31, 2023, and the related Statements of Operations, Changes in Members' Deficit and Cash Flows for the year then ended, and the related Notes to the Financial Statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, Management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Family Financial Centers, LLC's ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

BKC, CPAs, PC

BKC, CPAs, PC

March 2, 2024
Flemington, New Jersey

FAMILY FINANCIAL CENTERS, LLC
Balance Sheet
December 31, 2023

ASSETS

Current assets		
Cash and cash equivalents	$	321,928
Property and equipment, net of accumulated depreciation of $108,597		60,517
Other assets		
Right-of-use asset - operating lease		114,466
Total assets	$	496,911

LIABILITIES AND MEMBERS' DEFICIT

Current liabilities		
Line of credit	$	14,594
Current maturities of long-term debt		5,237
Current maturities of related party note payable		36,000
Accounts payable		113,057
Current portion of lease liability - operating lease		51,007
Total current liabilities		219,895
Long-term liabilities		
Long-term debt, net of current maturities		5,560
Note payable - related party, net of current maturities		143,000
Deferred franchise fees		640,410
Lease liability - operating lease, net		65,677
Total liabilities		1,074,542
Members' deficit		(577,631)
Total liabilities and members' deficit	$	496,911

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Operations
For the Year Ended December 31, 2023

Revenues	
Franchise fees	$ 151,220
Franchise royalties	1,822,570
Project management fees	20,213
Commissions, marketing fees, other	269,068
Total revenues	2,263,071
Operating expenses	
Project management and franchise related	16,883
Franchisor administrative and management	1,420,187
Total operating expenses	1,437,070
Income from operations	609,009
Other income (expense)	
Interest income	1,735
Interest expense	(4,392)
Loss on disposal of asset	(57,110)
Total other expense	(59,767)
Net income	$ 766,234

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Changes in Members' Deficit
For the Year Ended December 31, 2023

Members' deficit beginning of year	$	(59,865)
Net income		766,234
Distributions		(1,284,000)
Members' deficit at end of year	$	(577,631)

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Cash Flows
For the Year Ended December 31, 2023

Cash flows from operating activities		
Net income	$	766,234
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation		39,319
Loss on disposal of asset		57,110
Amortization of right-of-use operating lease		55,764
Increase (decrease) in liabilities		
Accounts payable		45,509
Deferred franchise fees		(9,195)
Principal payments of lease liability -operating lease		(55,240)
Total adjustments		133,267
Net cash provided by operating activities		899,501
Cash flows from financing activities		
Payments on line of credit		(15,000)
Payments on long-term debt		(87,231)
Payments on related party note payable		(33,000)
Distributions to shareholders		(1,284,000)
Net cash used in financing activities		(1,419,231)
Net decrease in cash and cash equivalents		(519,730)
Cash and cash equivalents - beginning of year		841,658
Cash and cash equivalents - end of year	$	321,928
Supplemental disclosure of cash flow information:		
Interest paid	$	4,392

See accompanying notes to the financial statements.

Note 1 - Summary of significant accounting policies

Nature of operations

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "Family Financial Centers".

As of December 31, 2023, the Company has 67 franchisees located in the United States of America. The Company is managed by Family Financial Centers, LLC ("FFCI"), which is considered to be the parent company. FFCI is a Pennsylvania corporation formed on August 19, 2004.

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and to disclose contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of Management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required.

Franchise operations

The Company executes franchise agreements for each franchise operated by independent third parties under the Agreement which set forth the terms of the business arrangement with each franchisee. The franchise agreements typically require the franchisee to pay an initial, non-refundable franchise fee; royalty and commission fees based upon a percentage of company product sales and other management fees as defined under the terms of the Agreement. Subject to Management's approval, a franchisee may generally renew the franchise agreement at a negotiated price upon its expiration which is generally ten years.

The general and administrative costs the Company incurs to provide support services to franchisees and licensees are charged to operating costs as incurred.

Note 1 - Summary of significant accounting policies (continued)

Franchise operations (continued)

Revenue is recognized in accordance with a five-step model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company sells individual franchises by county territory that grants the right to operate in designated areas. The franchise agreements typically require the franchisee to pay full franchise fees prior to opening of the respective franchise and continuing royalty fees on a monthly basis based upon a percentage of franchise gross sales. Revenue fees from franchisees include principally initial and transfer franchise fees, royalties and commission fees from product sales, and advertising.

Property and equipment

Property and equipment are stated at cost. Depreciation and amortization are provided for using the straight-line method over the following estimated useful lives:

Equipment	5 - 10 years
Furniture and fixtures	7 - 10 years
Vehicles	5 years

Repair and maintenance costs are expensed when incurred. The cost and related accumulated depreciation of assets sold or retired are eliminated from the accounts and any gains or losses are reflected in earnings.

Revenue recognition

The Company's revenues are comprised of franchise initial fees, as well as royalty and commission fees based upon a percentage of company product sales and other management fees as defined under terms of agreement. Franchise revenue is earned and recognized over the agreement term on a straight-line basis. Product sales revenue is recognized at the point of sale. Initial franchise fees are recorded as deferred revenue and amortized over the life of the contract.

The following are changes in the Company's number of franchised locations during the year ended December 31, 2023:

Franchises in operation - beginning of year	59
Franchises opened	9
Franchises closed	(1)
Franchises in operation - end of year	67

Note 1 - Summary of significant accounting policies (continued)

Deferred franchise fees

Deferred franchise fees consist of initial franchise fees that relate to services to be rendered in a future period and are deferred and will be recognized as revenue over the life of the contract.

Advertising costs

Advertising costs are charged to operations when incurred. Advertising costs amounted to $5,081 for the year ended December 31, 2023.

Income taxes

The Company is organized as a limited liability company under the New Jersey Limited Liability Act structured to be treated as a sole proprietorship for income tax purposes. As such, the Company is not a taxpaying entity for income tax purposes, and accordingly, no provision for income taxes has been recorded in the financial statements. Income of the Company is taxed to the owner on his individual tax return.

Accounts receivable

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. There were no accounts receivable at year end, as such reserve for uncollectible accounts receivable was $0 at December 31, 2023.

Note 2 - Concentration of risks and uncertainties

Cash and cash equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash and cash equivalents. The Company had no cash equivalents for the year ended December 31, 2023. The Company maintains its cash in bank deposit accounts, which are insured by the Federal Deposit Insurance Corporation (FDIC). From time-to-time, deposits in an insured bank may exceed the coverage. As of December 31, 2023, there was approximately $63,640 of uninsured cash.

Note 3 - Property and equipment

Property and equipment consist of the following at December 31, 2023:

Equipment	$ 35,419
Furniture and fixtures	32,284
Vehicles	101,411
Total property and equipment	169,114
Less: accumulated depreciation	108,597
Property and equipment, net	$ 60,517

Depreciation expense was $39,319 for the year ended December 31, 2023.

Note 4 - Operating leases

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania expiring January 31, 2026. The office lease provides for a fixed annual base rent of between $46,720 and $50,138 per year plus certain escalation costs. The Company also leases a copy machine and a vehicle with monthly payments ranging from $356 a month to $456 a month. The Company elected to use the risk-free rate as the discount rate for all leases.

The following summarizes the items in the balance sheets as of December 31, 2023:

Right-of-use asset (ROU), operating lease, net	$	114,466
Operating lease liability		
Current portion		51,007
Long-term portion		65,677
Total operating lease liability	$	116,684

The Company elected to use the risk-free rate as the discount rate for all leases, unless an interest rate is implicit in the lease agreement. The following summarizes other information related to the leases as of December 31, 2023:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows from operating leases	$	57,909
Right-of-use assets obtained in exchange for new operating lease liabilities		16,872
Weighted-average remaining lease term in years for operating leases		2.40
Weighted-average discount rate for operating leases		2.0%

The maturities of lease liabilities for the remaining years ended December 31 are as follows:

2024	$	52,788
2025		53,738
2026		7,778
2027		3,600
2028		1,501
Total lease payments		119,405
Less: present value discount		(2,721)
Total lease liabilities	$	116,684

Note 4 - Operating leases (continued)

Maturities of lease liabilities in this schedule include leases under renewal options, which, as of December 31, 2023, are reasonably assured to be exercised. The Organization elected the practical expedient that allows lessees to choose to separate lease and non-lease components by class of underlying asset. Non-lease components, such as common area maintenance, were excluded from the right-of-use asset and liability balances.

The components of lease expense are as follows:

Operating lease expense	$	58,443
Variable lease expense		5,852
Total lease expense	$	64,295

Note 5 - Line of credit

The Company has available a line of credit with a bank with an overall borrowing limitation of $75,000. Interest is payable monthly at an interest rate of 9.96%. The line of credit is collateralized by the assets of the Company.

As of December 31, 2023, the outstanding balance pursuant to this line of credit was $14,594.

Note 6 - Note payable - related party

On May 2, 2017, the Company entered into a purchase agreement and promissory note (the "Agreement") for the purchase of ownership interest. The Company acquired the ownership interest for $483,000. The payment terms under the Agreement shall be $5,000 per month in May, June and July 2017 and thereafter $3,000 per month for 117 months beginning in August 2017. On March 1, 2022, the Company made an additional payment of $67,000. On March 1, 2027, the Company shall make an additional payment of $50,000. The promissory note is non-interest bearing. The balance on the promissory note at December 31, 2023 is $179,000.

Future maturities for the related party promissory note for each of the remaining years are as follows:

2024	$	36,000
2025		36,000
2026		36,000
2027		71,000

Note 7 - Long-term debt

Long-term debt at December 31, 2023 consists of the following:

Note payable to a bank, payable in monthly installments of $479, including interest. The note bears interest at 6%, with the final payment due December 2025. The note is collateralized by transportation equipment.	$	10,797
Total long-term debt		10,797
Less: current maturities		5,237
Long-term debt, net of current maturities	$	5,560

The amounts of long-term debt maturing during the remaining years ending December 31 is as follows:

2024	$	5,237
2025		5,560

Note 8 - Retirement plan

The Company sponsors a qualified 401(k) Plan that covers eligible participants. Eligible employees may elect to contribute a portion of their wages to the Plan, subject to IRC limitations. Under the Plan, the employer may provide discretionary profit-sharing contributions and will make safe harbor matching contributions not to exceed 4% of compensation. The Company made employer contributions totaling $113,972 for the year ended December 31, 2023.

Note 9 - Subsequent events

The Company's Management has determined that no other material events or transactions have occurred subsequent to December 31, 2023 and through March 2, 2024, the date of the Company’s financial statements issuance, which requires additional financial disclosure in the Company’s financial statements.

FAMILY FINANCIAL CENTERS, LLC

December 31, 2022

BKC

Certified Public Accountants, PC

FAMILY FINANCIAL CENTERS, LLC

For the Year Ended December 31, 2022

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Independent Auditors' Report

The Board of Directors
Family Financial Centers, Inc.
Doylestown, PA

Opinion

We have audited the accompanying financial statements of Family Financial Centers, LLC, which comprise the Balance Sheet as of December 31, 2022, and the related Combined Statements of Operations, Changes in Members' Deficit and Cash Flows for the year then ended, and the related Notes to the Financial Statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, Management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Family Financial Centers, LLC's ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

BKC, CPAs, PC

BKC, CPAS, PC

March 29, 2023
Flemington, New Jersey

FAMILY FINANCIAL CENTERS, LLC
Balance Sheet
December 31, 2022

ASSETS

Current assets	
Cash and cash equivalents	$ 841,658
Property and equipment, net of accumulated depreciation of $107,351	156,946
Other assets	
Right-of-use asset - operating lease	153,358
Total assets	$ 1,151,962

LIABILITIES AND MEMBERS' DEFICIT

Current liabilities	
Current maturities of long-term debt	$ 17,807
Current maturities of related party note payable	36,000
Accounts payable	67,548
Line of credit	29,594
Current portion of lease liability - Operating lease	53,600
Total current liabilities	204,549
Long-term debt, net of current maturities	80,221
Note payable - related party, net of current maturities	176,000
Deferred franchise fees	649,605
Lease liability - operating lease, net	101,452
Total liabilities	1,211,827
Members' deficit	(59,865)
Total liabilities and members' deficit	$ 1,151,962

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Operations
For the Year Ended December 31, 2022

Revenues	
Franchise fees	$ 53,100
Franchise royalties	1,733,343
Project management fees	75,096
Commissions, marketing fees, other	218,909
Total revenues	2,080,448
Operating expenses	
Project management and franchise related	44,321
Franchisor administrative and management	1,427,118
Total operating expenses	1,471,439
Income from operations	609,009
Other income (expense)	
Interest income	164
Interest expense	(10,697)
Total other expense	(10,533)
Net income	$ 598,476

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Changes in Members' Deficit
For the Year Ended December 31, 2022

Members' deficit beginning of year	$	(82,923)
Net income		598,476
Distributions		(575,418)
Members' deficit at end of year	$	(59,865)

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash flows from operating activities	
Net income	$ 598,476
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	39,319
Amortization of right-of-use operating lease	58,443
Decrease in assets	
Accounts receivable	15,000
Prepaid expenses	2,928
Increase in liabilities	
Accounts payable	56,019
Deferred franchise fees	56,122
Principal payments of lease liability -operating lease	(56,749)
Total adjustments	171,082
Net cash provided by operating activities	769,558
Cash flows from investing activities	
Purchase of property and equipment	(37,699)
Net cash used in investing activities	(37,699)
Cash flows from financing activities	
Borrowings on long-term debt	37,700
Payments on long-term debt	(158,185)
Payments on line of credit	(15,000)
Distributions to shareholders	(575,418)
Net cash used in financing activities	(710,903)
Net increase in cash and cash equivalents	20,956
Cash and cash equivalents - beginning of year	820,702
Cash and cash equivalents - end of year	$ 841,658

See accompanying notes to the financial statements.

Note 1 - Summary of significant accounting policies

Nature of operations

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "Family Financial Centers".

As of December 31, 2022, the Company has 59 franchisees located in the United States of America. The Company is managed by Family Financial Centers, LLC ("FFCI"), which is considered to be the parent company. FFCI is a Pennsylvania corporation formed on August 19, 2004.

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and to disclose contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required.

Change in accounting standards

ASU 2016-02: In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which supersedes existing guidance for accounting for leases under Topic 840, *Leases*. The FASB also subsequently issued the following additional ASUs, which amend and clarify Topic 842: ASU 2018-01, *Land Easement Practical Expedient for Transition to Topic 842*; ASU 2018-10, *Codification Improvements to Topic 842*, Leases; ASU 2018-11, *Leases (Topic 842): Targeted Improvements*; ASU 2018-20, *Narrow-scope Improvements for Lessors*; and ASU 2019-01, *Leases (Topic 842)*: Codification Improvements. The most significant change in the new leasing guidance is the requirement to recognize right-to-use (ROU) assets and lease liabilities for operating leases on the balance sheet.

Note 1 - Summary of significant accounting policies (continued)

As a result of adopting the new standards effective January 1, 2022, the Company recorded a right-of-use asset and a lease liability payable and utilized all the available practical expedients. These included transition elections that permitted it to not reassess its prior conclusions about lease identification, lease classification and initial direct costs for existing or expired leases.

Franchise operations

The Company executes franchise agreements for each franchise operated by independent third parties under the Agreement which set forth the terms of the business arrangement with each franchisee. The franchise agreements typically require the franchisee to pay an initial, non-refundable franchise fee; royalty and commission fees based upon a percentage of company product sales and other management fees as defined under the terms of the Agreement. Subject to Management's approval, a franchisee may generally renew the franchise agreement at a negotiated price upon its expiration which is generally ten years.

The general and administrative costs the Company incurs to provide support services to franchisees and licensees are charged to operating costs as incurred.

Revenue is recognized in accordance with a five-step model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company sells individual franchises by county territory that grants the right to operate in designated areas. The franchise agreements typically require the franchisee to pay full franchise fees prior to opening of the respective franchise and continuing royalty fees on a monthly basis based upon a percentage of franchise gross sales. Revenue fees from franchisees include principally initial and transfer franchise fees, royalties and commission fees from product sales, and advertising.

Property and equipment

Property and equipment are stated at cost. Depreciation and amortization are provided for using the straight-line method over the following estimated useful lives:

Vehicles	5 years
Office and technology equipment	5 - 10 years
Furniture and fixtures	7 - 10 years

Repair and maintenance costs are expensed when incurred. The cost and related accumulated depreciation of assets sold or retired are eliminated from the accounts and any gains or losses are reflected in earnings.

FAMILY FINANCIAL CENTERS, LLC
Notes to Financial Statements

Note 1 - Summary of significant accounting policies (continued)

Revenue recognition

The Company's revenues are comprised of franchise initial fees, as well as royalty and commission fees based upon a percentage of company product sales and other management fees as defined under terms of agreement. Franchise revenue is earned and recognized over the agreement term on a straight-line basis. Product sales revenue is recognized at the point of sale. Initial franchise fees are recorded as deferred revenue and amortized over the life of the contract.

The following are changes in the Company's number of franchised locations during the year ended December 31, 2022:

Franchises in operation - beginning of year	53
Franchises opened	7
Franchises closed	(1)
Franchises in operation - end of year	59

Deferred franchise fees

Deferred franchise fees consist of initial franchise fees that relate to services to be rendered in a future period and are deferred and will be recognized as revenue over the life of the contract.

Advertising costs

Advertising costs are charged to operations when incurred. Advertising costs amounted to $5,276 for the year ended December 31, 2021.

Income taxes

The Company is organized as a limited liability company under the New Jersey Limited Liability Act structured to be treated as a sole proprietorship for income tax purposes. As such, the Company is not a taxpaying entity for income tax purposes, and accordingly, no provision for income taxes has been recorded in the financial statements. Income of the Company is taxed to the owner in his individual tax return.

Accounts receivable

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. There were no accounts receivable at year end, as such reserve for uncollectible accounts receivable was $0 at December 31, 2022.

Note 2 - Concentration of risks and uncertainties

Cash and cash equivalents

The Company considers all short-term investments with original maturity of three months or less when purchased to be cash and cash equivalents. The Company had no cash equivalents for the year ended December 31, 2022. The Company maintains its cash in bank deposit accounts, which are insured by the Federal Deposit Insurance Corporation (FDIC). From time-to-time, deposits in an insured bank may exceed the coverage. As of December 31, 2022, the Company had $610,000 of uninsured cash.

COVID-19

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the impact of the global situation on its financial condition, liquidity, operations, suppliers, industry and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for the year ending December 31, 2023.

Note 3 - Property and equipment

Property and equipment consist of the following at December 31, 2021:

Equipment	$	37,123
Leasehold improvement		21,620
Furniture and fixtures		8,961
Vehicles		136,593
Total property and equipment		264,297
Less: accumulated depreciation		107,351
Property and equipment, net	$	156,946

Depreciation expense was $39,319 for the year ended December 31, 2022.

Note 4 - Operating leases

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania expiring January 31, 2026. The office lease provides for a fixed annual base rent of between $46,720 and $50,138 per year plus certain escalation costs. The Company also leases a copy machine and a vehicle with monthly payments ranging from $356 a month to $456 a month. The Company elected to use the risk free rate as the discount rate for all leases.

Note 4 - Operating leases (continued)

The following summarizes the items in the balance sheets as of December 31, 2022:

Right-of-use asset (ROU), operating lease, net	$	153,358
Operating lease liability		
Current portion		53,600
Long-term portion		101,452
Total operating lease liability	$	155,052

The Company elected to use the risk-free rate as the discount rate for all leases, unless an interest rate is implicit in the lease agreement. The following summarizes other information related to the leases as of December 31, 2022:

Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$	56,749
Right-of-use assets obtained in exchange for new operating lease liabilities		208,216
Weighted-average remaining lease term in years for operating leases		2.97
Weighted-average discount rate for operating leases		2.0%

The maturities of lease liabilities for the remaining years ended December 31 are as follows:

2023	$	56,109
2024		49,188
2025		50,138
2026		4,178
Total lease payments		159,614
Less: present value discount		(4,562)
Total lease liabilities	$	155,052

Maturities of lease liabilities in this schedule include leases under renewal options, which, as of December 31, 2022, are reasonably assured to be exercised. The Organization elected the practical expedient that allows lessees to choose to separate lease and non-lease components by class of underlying asset. Non-lease components, such as common area maintenance, were excluded from the right-of-use asset and liability balances.

The components of lease expense are as follows:		
Operating lease expense	$	58,443
Variable lease expense		6,498
Total lease expense	$	64,941

Note 5 - <u>Line of credit</u>

The Company has available a line of credit with a bank with an overall borrowing limitation of $75,000. Interest is payable monthly at an interest rate of 8.96%. The line of credit is collateralized by the assets of the Company.

As of December 31, 2022, the outstanding balance pursuant to this line of credit was $29,594.

Note 6 - <u>Note payable - related party</u>

On May 2, 2017, the Company entered into a purchase agreement and promissory note (the "Agreement") for the purchase of ownership interest. The Company acquired the ownership interest for $483,000. The payment terms under the Agreement shall be $5,000 per month in May, June and July 2017 and thereafter $3,000 per month for 117 months beginning in August 2017. On March 1, 2022, the Company shall make an additional payment of $67,000. On March 1, 2027, the Company shall make an additional payment of $50,000. The promissory note is non-interest bearing. The balance on the promissory note at December 31, 2022 is $212,000.

Future maturities for the related party promissory note for each of the next five years and thereafter are as follows:

2023	$	36,000
2024		36,000
2025		36,000
2026		36,000
2027		68,000

Note 7 - <u>Long-term debt</u>

Long-term debt at December 31, 2022 consist of the following:

Note payable to a bank, payable in monthly installments of $479, including interest. The note bears interest at 6%, with the final payment due December 2025. The note is collateralized by transportation equipment.	$	15,397
Note payable to a bank, payable in monthly installments of $1,328, including interest. The note bears interest at 3.99%, with the final payment due September 2028. The note is collateralized by transportation equipment.		82,631
Total long-term debt		98,028
Less: current maturities		17,807
Long-term debt, net of current maturities	$	80,221

Note 7 - Long- term debt (continued)

The amounts of long-term debt maturing during the next five years ending December 31 and thereafter are as follows:

2023	$	17,807
2024		18,634
2025		19,169
2026		14,508
2027		15,098
Thereafter		12,812

Note 8 - Retirement plan

The Company sponsors a qualified 401(k) Plan that covers eligible participants. Eligible employees may elect to contribute a portion of their wages to the Plan, subject to IRC limitations. Under the Plan, the employer may provide discretionary profit-sharing contributions and will make safe harbor matching contributions not to exceed 4% of compensation. The Company made employer contributions totaling $30,183 for the year ended December 31, 2022.

Note 9 - Subsequent events

The Company's Management has determined that no other material events or transactions have occurred subsequent to December 31, 2022 and through March 29, 2023, the date of the Company's financial statements issuance, which requires additional financial disclosure in the Company's financial statements.

FAMILY FINANCIAL CENTERS, LLC

December 31, 2021

BKC
Certified Public Accountants, PC

FAMILY FINANCIAL CENTERS, LLC

For the Year Ended December 31, 2021

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BKC
Certified Public Accountants, PC
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Independent Auditors' Report

The Board of Directors
Family Financial Centers, LLC
Doylestown, PA

Opinion

We have audited the accompanying financial statements of Family Financial Centers, LLC, which comprise the Balance Sheet as of December 31, 2021, and the related Combined Statements of Operations, Changes in Members' Deficit and Cash Flows for the year then ended, and the related Notes to the Financial Statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Financial Centers, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matters

The 2020 financial statements were audited by Hodakowski and Hodakowski, CPAs of Flemington, New Jersey. The date of the report was March 22, 2021. The prior audit firm was merged into BKC, CPAs, PC in September 2021.

As more fully explained in Note 8 the amounts reported for deferred revenue, accounts payable and accounts receivable were restated.

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.

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34 East Avenue, Woodstown, NJ 08098 ▪ (856) 769-0707 ▪ Fax (856) 769-4657 ▪ info@bkc-cpa.com

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 Family Financial Centers, LLC ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

BKC, CPAs, PC

BKC, CPAs, PC

March 30, 2022
Flemington, New Jersey

FAMILIY FINANCIAL CENTERS, LLC
Balance Sheet
December 31, 2021

ASSETS

Current assets	
Cash and cash equivalents	$ 820,702
Accounts receivable	15,000
Prepaid expenses	2,928
Total current assets	838,630
Property and equipment, net of accumulated depreciation of $68,032	63,383
Total assets	$ 902,013

LIABILITIES AND MEMBER'S DEFICIT

Current liabilities	
Current maturities of long-term debt	$ 4,599
Current maturities of related party note payable	103,000
Accounts payable	11,529
Line of credit	44,594
Total current liabilities	163,722
Long-term debt, net of current maturities	15,731
Note payable - related party, net of current maturities	212,000
Deferred franchise fees	593,483
Total liabilities	984,936
Member's deficit	(82,923)
Total liabilities and member's deficit	$ 902,013

See accompanying notes to the financial statements.

FAMILIY FINANCIAL CENTERS, LLC
Statement of Operations
For the Year Ended December 31, 2021

Revenues	
Franchise fees	$ 108,859
Franchise royalties	1,324,096
Project management fees	70,701
Commissions, marketing fees, other	309,611
Total revenues	1,813,267
Project management and franchise related	33,360
Franchisor administrative and management	1,348,483
Total expenses	1,381,843
Other income (expense)	
Interest expense	(1,294)
Paycheck protection loan program forgiveness	117,900
Total other income (expense)	116,606
Net income	$ 548,030

See accompanying notes to the financial statements.

FAMILIY FINANCIAL CENTERS, LLC
Statement of Changes in Member's Deficit
For the Year Ended December 31, 2021

Member's deficit beginning of year (restated)	$	(451,187)
Net Income		548,030
Distributions		(179,766)
Member's deficit at end of year	$	(82,923)

See accompanying notes to the financial statements.

FAMILIY FINANCIAL CENTERS, LLC
Statement of Cash Flows
For the Year Ended December 31, 2021

Cash flows from operating activities	
Net income	$ 548,030
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	329
Decrease in assets	
Accounts receivable	(24,786)
Prepaid expenses	18,029
Increase in liabilities	
Accounts payable	(41,602)
Deferred franchise fees	128,446
Total adjustments	80,416
Net cash provided by operating activities	628,446
Cash flows from investing activities	
Purchase of property and equipment	(63,712)
Net cash used in investing activities	(63,712)
Cash flows from financing activities	
Borrowings on long-term debt	20,330
Payments on long-term debt	(255,601)
Payments on line of credit	(2,000)
Distributions to shareholders	(179,766)
Net cash used in financing activities	(417,037)
Net increase in cash and cash equivalents	147,697
Cash and cash equivalents - beginning of year	673,005
Cash and cash equivalents - end of year	$ 820,702

See accompanying notes to the financial statements.

FAMILY FINANCIAL CENTERS, LLC
Notes to Financial Statements

Note 1 - Summary of significant accounting policies

Nature of operations

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "Family Financial Centers".

As of December 31, 2021, the Company has 53 franchisees located in the United States of America. The Company is managed by Family Financial Centers, Inc. ("FFCI"), which may be considered the parent. FFCI is a Pennsylvania corporation formed on August 19, 2004.

Basis of presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and to disclose contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required

Note 1 - Summary of significant accounting policies (continued)

Franchise operations

The Company executes franchise agreements for each franchise operated by independent third parties under the Agreement which set forth the terms of the business arrangement with each franchisee. The franchise agreements typically require the franchisee to pay an initial, non-refundable franchise fee; royalty and commission fees based upon a percentage of company product sales and other management fees as defined under the terms of the Agreement. Subject to management's approval, a franchisee may generally renew the franchise agreement at a negotiated price upon its expiration which is generally ten years.

The general and administrative costs the Company incurs to provide support services to franchisees and licensees are charged to operating costs as incurred.

Revenue is recognized in accordance with a five-step model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company sells individual franchises by county territory that grants the right to operate in designated areas. The franchise agreements typically require the franchisee to pay full franchise fees prior to opening of the respective franchise and continuing royalty fees on a monthly basis based upon a percentage of franchise gross sales. Revenue fees from franchisees include principally initial and transfer franchise fees, royalties and commission fees from product sales, and advertising.

Property and equipment

Property and equipment are stated at cost. Depreciation and amortization are provided for using the straight-line method over the following estimated useful lives:

Vehicles	5 years
Office and technology equipment	5 - 10 years
Furniture and fixtures	7 - 10 years

Repair and maintenance costs are expensed when incurred. The cost and related accumulated depreciation of assets sold or retired are eliminated from the accounts and any gains or losses are reflected in earnings.

Note 1 - Summary of significant accounting policies (continued)

Revenue recognition

The Company's revenues are comprised of franchise initial fees, as well as royalty and commission fees based upon a percentage of company product sales and other management fees as defined under terms of agreement. Franchise sales revenue is earned and recognized over the agreement term on a straight-line basis. Product sales revenue is recognized at the point of sale. Initial franchise fees are recorded as deferred revenue and amortized over the life of the contract.

The following are changes in the Company's number of franchised locations during the year ended December 31, 2021:

Franchises in operation - beginning of year	48
Franchises opened	7
Franchises closed	(2)
Franchises in operation - end of year	53

Deferred franchise fees

Deferred franchise fees consist of initial franchise fees that relate to services to be rendered in a future period and are deferred and will be recognized as revenue over the life of the contract.

Advertising costs

Advertising costs are charged to operations when incurred. Advertising costs amounted to $3,584 for the year ended December 31, 2021.

Income taxes

The Company is organized as a limited liability company under the New Jersey Limited Liability Act structured to be treated as a sole proprietorship for income tax purposes. As such, the Company is not a taxpaying entity for income tax purposes, and accordingly, no provision for income taxes has been recorded in the financial statements. Income of the Company is taxed to the owner in his individual tax return.

Accounts receivable

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. The reserve for uncollectible accounts receivable was $0 at December 31, 2021.

Note 2 - Concentration of risks and uncertainties

Cash and cash equivalents

The Company considers all short-term investments with original maturity of three months or less when purchased to be cash and cash equivalents. The Company had no cash equivalents for the year ended December 31, 2021. The Company maintains its cash in bank deposit accounts, which are insured by the Federal Deposit Insurance Corporation (FDIC). From time-to-time, deposits in an insured bank may exceed the coverage. As of December 31, 2021, the Company had $616,000 of uninsured cash.

COVID-19

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the impact of the global situation on its financial condition, liquidity, operations, suppliers, industry and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for the year ending December 31, 2022.

Note 3 - Property and equipment

Property and equipment consist of the following at December 31, 2021:

Equipment	$	37,123
Leasehold improvement		21,620
Furniture and fixtures		8,961
Vehicles		63,711
Total property and equipment		131,415
Less: accumulated depreciation		68,032
Property and equipment, net	$	63,383

Depreciation expense was $329, for the year ended December 31, 2021.

Note 4 - Operating lease

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania. On May 30, 2020, the Company entered into a lease extension which extended the term of the office lease for an additional five years expiring on January 31, 2026. The office lease provides for a fixed annual base rent of between $45,580 and $50,138 per year plus certain escalation costs using the 2010 base year.

Future minimum lease payments due under the remaining lease terms are:

2022	$	46,909
2023		48,048
2024		49,188
2025		50,138
2026		4,178

Minimum lease payments in this schedule include rentals under renewal options, which as of December 31, 2021, are reasonably assured of being exercised.

For the year ended December 31, 2021, rent expense was $54,077.

Note 5 - Line of credit

The company has available a line of credit with a bank with an overall borrowing limitation of $46,600. Interest is payable monthly at an interest rate of 4.71%. The line of credit is collateralized by the assets of the company.

As of December 31, 2021, the outstanding balance pursuant to this line of credit was $44,594.

Note 6 - Note payable - related party

On May 2, 2017, the Company entered into a purchase agreement and promissory note (the "Agreement") for the purchase of ownership interest. The Company acquired the ownership interest for $483,000. The payment terms under the Agreement shall be $5,000 per month in May, June and July 2017 and thereafter $3,000 per month for 117 months beginning in August 2017. On March 1, 2022, the Company shall make an additional payment of $67,000. On March 1, 2027, the Company shall make an additional payment of $50,000. The promissory note is non-interest bearing. The balance on the promissory note at December 31, 2021 is $315,000.

Future maturities for the related party promissory note for each of the next five years and thereafter are as follows:

2022	$	103,000
2023		36,000
2024		36,000
2025		36,000
2026		36,000
Thereafter		68,000

Note 7 - Long-term debt

Long-term debt at December 31, 2021 consist of the following:

Note payable to a bank, payable in monthly installments of $478, including interest. The note bears interest at 6%, with the final payment due December 2025. The note is collateralized by transportation equipment.	$	20,330

The amounts of long-term debt maturing during the next five years ending December 31 and thereafter are as follows:

2022	$	4,599
2023		4,933
2024		5,237
2025		5,561

Note 8 - Prior period adjustments

As a result of the current year audit, certain amounts reported in the prior period were restated. These prior period adjustments are summarized as follows:

	As Originally Reported	Change	Restated Amount
Deferred revenue	$ 178,565	$ 286,472	$ 465,037
Members' equity	(110,606)	(350,367)	(451,187)
Accounts payable	185,757	(132,626)	53,131
Accounts receivable	176,949	(176,949)	-

Note 9 - Change in accounting standards

ASU 2016-02: The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Topic 842 *Leases*. This ASU recognizes as a liability, non-cancellable leases. The liability is offset by an amortizable asset called a right to use asset. This ASU will be effective to the Company in the year ending December 31, 2022. Management has not completed its assessment of the impact of this change.

Note 10 - Subsequent events

The Company's management has determined that no other material events or transactions have occurred subsequent to December 31, 2021 and through March 30, 2022, the date of the Company's financial statements issuance, which requires additional financial disclosure in the Company's financial statements.

EXHIBIT F GENERAL RELEASE

GENERAL RELEASE

This Release Agreement (this "Agreement") is made and entered into on (the "**Effective Date**") by and between Family Financial Centers, LLC ("**FFC**");_ ("**Franchisee**"); and undersigned parties that are owners or guarantors (individually and collectively, "**Undersigned Parties**")

WITNESSETH:

WHEREAS, FFC and Franchisee are parties to a FFC's Franchise Agreement dated ____ (the "**Franchise Agreement**") granting Franchisee the right to operate a Financial Center under Franchisor's proprietary marks and system at the following location:_(the "Franchised Business").

WHEREAS, Undersigned Parties are beneficiaries of the Franchise Agreement.

WHEREAS, Franchisee seeks to **[transfer the Franchise Business] [renew the Franchise Agreement] [other]**.

WHEREAS, Franchisee and Undersigned Parties shall collectively be referred to as the "Franchisee Parties" in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

The Franchisee Parties, and each of them, on behalf of themselves and their current and former parents, subsidiaries, and affiliates, and the respective current and former owners, members, officers, directors, employees, managers, agents, representatives, insurers, attorneys, predecessors, successors and assigns of each (the "**Releasing Parties**"), hereby forever release, acquit and discharge FFC, and its current and former predecessors and affiliates, for each of their respective partners, owners, shareholders, agents, attorneys, employees, officers, directors and representatives, and for all of their respective current and former heirs, executors, administrators, personal representatives, successor, assigns and all other person acting on their behalf ("**FFC Parties**") from any and all suits, claims, damages, controversies, rights, promises, debts, liabilities, demands, duties, obligations, costs expenses, actions and causes of action of every nature, character, description and kind, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, related or unrelated to the Franchise Agreement, the Franchised Business, and/or any other agreement between any of FFC Parties and any of the Releasing Parties, as to law and/or facts, which any of the Releasing Parties now owns or holds or has at any time heretofore owned or held, or may at any time own or hold against any of FFC Parties, arising prior to, up to and including the Effective Date. The Releasing Parties, and each of them, also covenant not to sue any FFC Parties regarding any of the claims being released under this Agreement.

The Parties agree that, with respect to the release of claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

Section 1542. Certain Claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.

Franchisee represents that it has carefully and fully read this Agreement, has had ample opportunity to review it with an attorney of its choosing, and understands its content and consequences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

FFC:

Family Financial Centers, LLC

____

FRANCHISEE:

____

____

UNDERSIGNED PARTIES:

____

, individually

____

, individually

EXHIBIT G

COMMERCIAL PROMISSORY NOTE AND SECURITY AGREEMENT

Amount: $____________________
Interest Rate: 7.0%, compounded monthly
Term: 36 months
Points to be Paid Up Front: 0 Points
Executed at: Doylestown, Pennsylvania

Dated: ____________________________
, ____________________________ 20

COMMERCIAL PROMISSORY NOTE

INTENDING TO BE LEGALLY BOUND and for value received, the undersigned, whether one or more persons, partnerships, corporations or other entities (jointly and severally "Borrower") agree as follows:

1. *Obligation.* Borrower promises to pay to the order of Family Financial Centers, LLC ("Lender") the principal sum of______________dollars ($_________) together with interest under the payment schedule set forth below.

2. *Payment Schedule.* Borrower must repay the principal sum, plus interest, in regular monthly payments, beginning ________________, 20 and payable on the day of each month thereafter, until the full amount of the loan, plus interest and any other sums due under the Note, are paid in full. The interest rate on this Note is 7.0% per annum, with interest to be calculated and compounded monthly and total term of the loan is thirty-six (36) months. The regular monthly payments of principal and interest under this Note is _____ dollars ($_____).

3. *Prepayment.* Borrower has the privilege of prepaying the unpaid principal balance in whole or in part at any time without penalty. All partial prepayments must apply against installments of principal in the inverse order of their maturity.

4. *Late Charge.* If any payment which is to be made hereunder is not paid within ten (10) days after the date when due, the Borrower must pay the Lender a late charge of five cents ($0.05) for each dollar which is so overdue to defray the expense incident to handling such delinquency. This provision is not deemed to affect or lengthen the time to cure any default hereunder.

5. *Set-Off.* As security for the payment of this Note and any renewal, extension or modification of this Note and for the due payment of any other obligations, direct or indirect, due or to become due, now existing or hereafter contracted, of Borrower, Borrower agrees that Lender will have a lien upon and a security interest in and a right of set-off against any present, future and after-acquired funds, monies, balances, stocks, bonds, notes and other property at any time in the hands of Lender in which Borrower has an interest.

6. *Default.* Upon the happening of any of the following events, each of which constitutes a default hereunder, all liabilities of Borrower to Lender, at the option of Lender, become immediately due and payable:

(a) Failure of Borrower to pay any payment of principal or interest on this Note when due or on any renewal, extension or other modification of this Note or the failure to pay when due any interest or installment on any other obligation of any nature whatsoever owing to Lender;

(b) Failure of Borrower to perform any obligation due to Lender under this Note or any agreement with Lender or breach of any representation, warranty, covenant or agreement herein contained or contained in any other agreement now or hereafter entered into between Borrower and Lender;

(c) The filing of bankruptcy, receivership or insolvency proceedings of any kind by or against Borrower, the making by Borrower of an assignment for the benefit of creditors or the suspension of business by Borrower;

(d) The entry of a judgment against Borrower;

(e) The issuance of any writs of attachment or execution against Borrower;

(f) The dissolution or merger of either Borrower entity;

(g) The sale or transfer of any assets securing this Note to any third-party without paying off, in full, the balance due on this Note (i.e., the full principal balance, plus all accrued interest, late fees and other applicable charges); or

(h) If any representation, warranty, certificate, financial statement or if any other information made or given by the Borrow (or its guarantors) to the Lender is materially incorrect or misleading.

7. *Default Cure.* Notwithstanding anything herein otherwise stated, Borrower may cure an event of default:

(a) If the default consists of a failure to pay money by payment of such sum within thirty (30) days from such date when the sum was due and payable; or

(b) If the default consists of anything other than a failure to pay a sum of money and is curable, by correction thereof to Lender's satisfaction (or the commencement of correction thereof to the satisfaction of Lender, if cure requires more than thirty (30) days), within thirty (30) days after written notice of such default has been sent by Lender to Borrower, provided, however, that no cure period is permitted if the Borrower previously received notice of a breach of the same provisions of this Note within the preceding twelve (12) months.

8. *Application of Payments.* Monies received by Lender from any source for payment of the obligations under this Note are applied to accrued interest and then to the principal. If a default occurs, monies are applied to Borrower's obligations in the following order, at Lender's discretion: (1) expenses and costs of collection; (2) accrued interest; and (3) principal.

9. *Remedies Upon Default.* Should any event of default occur and not be cured under Paragraph 6, then:

(a) The entire unpaid balance of the principal sum with interest accrued thereon at the rates hereinbefore specified to the date of said default and thereafter at the same rate extant on the date of default and all other sums due by Borrower hereunder or under the Loan Agreement, will, at the option of Lender and without notice to Borrower, become due and payable immediately;

(b) Lender may forthwith appropriate and apply on account of the amount payable hereunder, any funds, monies or sums deposited with Lender to the credit of Borrower or liquidate and sell any collateral in the hands of Lender in which Borrower has an interest;

(c) Lender may attach, levy or execute upon and sell any other assets of Borrower and exercise any other rights or remedies available to Lender under the Uniform Commercial Code, any other applicable law or under any Mortgage or any collateral or security documents executed by Borrower under the Loan;

(d) Following the date of any default, interest at the above-stated rate accrues and compounds on the principal balance due, interest, charges, assessments, costs and fees then or thereafter due hereunder; and

(e) Lender may also recover all costs of suit and other expenses connected with any default by Borrower, including, but not limited to, reasonable attorney's fees and costs.

10. *Remedies Cumulative.* Lender's rights and remedies are cumulative and concurrent and may be pursued separately, successively or together against Borrower at Lender's sole discretion. Borrower hereby waives presentment for payment, demand, protest, notices of protest and dishonor and all other notices or demands connected with the delivery, acceptance, performance, default or enforcement of this Note. The liability of Borrower hereunder is unconditional without regard to any other party's liability and unaffected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Lender does not by any act, omission or circumstances waive any right unless the Lender does so in writing. Any reference herein to Borrower refers and applies to each signer separately and all of them jointly. If any Borrower pays this Note, Lender may surrender this Note and all security pledged with it to the one so paying. Lender is hereby authorized, without further notice, to obtain the signature of additional co-makers and to date this Note as of the date on which the loan is made.

11. *Confession of Judgment.* THE FOLLOWING PARAGRAPH SETS FORTH A POWER OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER, THE BORROWER, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT) SEPARATE COUNSEL FOR BORROWER AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, INTELLIGENTLY and UNCONDITIONALLY WAIVES ANY RIGHTS THE BORROWER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, COMMONWEALTH OF PENNSYLVANIA or ELSEWHERE, INCLUDING, BUT NOT LIMITED TO, A HEARING BEFORE GARNISHMENT AND ATTACHMENT OF THE BORROWER'S BANK ACCOUNT(S) AND OTHER ASSETS. BORROWER ACKNOWLEDGES AND UNDERSTANDS THAT BY ENTERING INTO THIS NOTE CONTAINING A CONFESSION OF JUDGMENT CLAUSE THAT BORROWER IS VOLUNTARILY, INTELLIGENTLY and KNOWINGLY GIVING UP ANY RIGHTS, INCLUDING CONSTITUTIONAL RIGHTS, THAT BORROWER HAS OR MAY HAVE NOTICE AND A HEARING BEFORE JUDGMENT CAN BE ENTERED AGAINST BORROWER AND BEFORE THE BORROWER'S ASSETS, INCLUDING, BUT NOT LIMITED TO, ITS BANK ACCOUNT(S), MAY BE GARNISHED, LEVIED, EXECUTED UPON AND/OR ATTACHED. BORROWER UNDERSTANDS THAT ANY SUCH GARNISHMENT, LEVY, EXECUTION AND/OR ATTACHMENT WILL RENDER THE PROPERTY GARNISHED, LEVIED, EXECUTED UPON OR ATTACHED IMMEDIATELY UNAVAILABLE TO BORROWER. IT IS SPECIFICALLY ACKNOWLEDGED BY BORROWER THAT THE LENDER HAS RELIED ON THIS WARRANT OF ATTORNEY AND THE RIGHTS WAIVED BY BORROWER HEREIN IN RECEIVING THIS NOTE AND AS AN INDUCEMENT TO GRANT FINANCIALACCOMMODATIONS TO THE BORROWER. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, BORROWER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER FOR SUCH SUMS AS ARE DUE AND OWING ON THIS NOTE, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH REASONABLE ATTORNEYS' FEES (FIFTEEN PERCENT (15%) OR ACTUAL ATTORNEY FEES, WHICHEVER IS GREATER) AND

EXPENSES FOR COLLECTION ADDED THERETO. IF A COPY OF THIS NOTE, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF LENDER, IS FILED IN SUCH ACTION, IT IS NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS NOTE. THE AUTHORITY GRANTED HEREBY WILL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED BY LENDER FROM TIME TO TIME.

12. *Waiver of Jury Trial.* EACH UNDERSIGNED PARTY HEREBY WAIVES and LENDER BY ITS ACCEPTANCE HEREOF THEREBY WAIVES, TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT or OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE OR THE RELATIONSHIP EVIDENCED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO, ACCEPT OR RELY UPON THIS NOTE.

BORROWER

Business Entity of Franchisee

By: ____________________________________

Name:__________________________________

Title:___________________________________

Individual Name of Franchisee Owner/Principal

____

____

Name, Individually

Executed at: Doylestown, Pennsylvania

SECURITY AGREEMENT

THIS AGREEMENT is made this__day of________________________, 20_, by and between Family Financial Centers, LLC ("Secured Party") and__________________________("Debtor"). Secured Party and Debtor may be referred to herein collectively as the "parties," and either of the parties may be referred to herein as a "party."

1. *Definitions.* As used herein and in any separate agreement between the Secured Party and the Debtor in connection with this Agreement:

(a) "Collateral" means the following described property and any additions, replacements, extensions or substitutions thereof: All assets of the Debtor wherever located including, but not limited to, Debtor's existing and/or expected business location at-

____, cash inventory, furniture, fixtures and equipment, computer systems (including hardware and software systems), accounts, checks, bonds, stocks, securities, commercial paper, leasehold improvements (if any), notes and accounts receivables, customer goodwill and other assets, tangible and intangible, without enumeration or specification, including proceeds of any collateral.

(b) "Debtor" means the Person who executes this Agreement as such. The Debtor may be the Secured Party's borrower or a guarantor of another's indebtedness to the Secured Party. In either case, is the Person obligated to pay the Liabilities secured hereby.

(c) "Liabilities" means all existing and hereafter incurred or arising indebtedness, obligations and liabilities of the Debtor to the Secured Party, whether absolute or contingent, direct or indirect and out of whatever transactions arising, including, but not limited to, all matured and unmatured indebtedness, obligations and liabilities of the Debtor under or in connection with existing and future loans and advances evidenced by promissory notes or otherwise, letters of credit, acceptances, all other extensions of credit, repurchase agreements, security agreements, mortgages, overdrafts, foreign exchange contracts and all other contracts for payment or performance, indemnities and all indebtedness, obligations and liabilities under any guaranty or surety agreement or as co-maker or co-obligor with any person for any of the foregoing, including, but not limited to, all interest, expenses, costs (including collection costs) and fees (including reasonable attorney's fees and prepayment fees) incurred, arising or accruing (whether prior or subsequent to the filing of any bankruptcy petition by or against any Debtor) under or in connection with any of the foregoing and further including all such indebtedness, obligations and liabilities of the Debtor (i) to others which the Secured Party may have obtained by assignment, participation, subrogation, merger or otherwise and (ii) to subsidiaries of the Secured Party.

(d) "Person" means an individual, a limited liability company, a corporation, a partnership or any other legal or commercial entity.

(e) "Proceeds" means whatever is received when selling, exchanging, collecting or otherwise disposing of Collateral, including, but not limited to, insurance proceeds.

(f) "UCC" means the Pennsylvania Uniform Commercial Code as presently and hereafter enacted.

Any term used in this Agreement and any financing statement filed in connection herewith defined in the UCC and not defined in this Agreement has the meaning given to the term in the UCC.

2. *Security Interest in Collateral.* As Security for the Liabilities payment, the Debtor hereby

assigns and grants the Secured Party a lien upon and security interest in the Collateral. Without the Secured Party's written consent, the Debtor will not create, incur, assume or suffer to exist any other liens or security interests in the Collateral. Debtor covenants and represents that it owns the Collateral. Debtor further covenants and warrants that the Collateral is free and clear of all liens, security interests and claims. Debtor will keep the Collateral free and clear from all liens, security interests and claims other than those granted to or approved by Secured Party.

3. *Other Agreements of Debtor.* If any lien, assessment or tax liability against the Debtor arises, whether or not entitled to priority over the Secured Party's security interest created hereby, the Debtor will give prompt notice thereof in writing to the Secured Party. The Secured Party has the right (but is under no obligation) to pay any taxor other liability of the Debtor deemed by the Secured Party to affect its interest. The Debtor will repay to the Secured Party any sums which the Secured Party should have paid, together with interest thereon at the rate payable by the Debtor, at the time of payment by the Secured Party, for the Liabilities (or if there is more than one, the highest such rate), but never less than six percent (6%) per annum and the Debtor’s liability to the Secured Party for such repayment with interest is to be included in the Liabilities. Additionally, the Secured Party will be subrogated to the extent of the payment made by it to all rights of the recipient of such payment against the Debtor’s assets. The Debtor promises to list its Chief Executive Officer, Offices that it keeps the Collateral records and allocations where it maintains a business place in Section 13 hereof. Debtor further promises that Debtor has no plans to remove the Collateral to any location not set forth in Section 13. The Debtor will notify Secured Party in writing at least thirty (30) days before any change in (i) Debtor’s Chief Executive Officer or primary location of Debtor’s business; (ii) Debtor’s name or identity; (iii) Debtor’s corporate/organizational structure; or (iv) the jurisdiction where Debtor is organized. The Debtor will pay to the Secured Party on demand, with interest at the rate payable by the Debtor, at the time of payment by the Secured Party, with respect to the Liabilities (or the highest such rate, if there be more than one), but never less than six percent (6%) per annum, any expenses (including reasonable attorney’s fees and legal expenses, filing fees, searches and termination costs), which may have been incurred by the Secured Party (i) to enforce any of the Liabilities, whether as against the Debtor or any guarantor or surety of the Debtor; or (ii) in the enforcement, prosecution or defense of any action growing out of or connected with the subject matter of this Agreement, the Liabilities, the Collateral or any of the Secured Party’s rights therein or thereto; or (iii) in connection with the use, operation or sale of any Collateral; or (iv) in connection with preparation and completion of this Agreement and any related agreements and consummation of the financing arrangement described herein and any modification or extension hereof; or (v) with respect to the enforcement, protection or preservation from time to time of the Secured Party’s rights under this Agreement or with respect to the Collateral. The Debtor’s liability to the Secured Party for such repayment with interest will be included in the Liabilities and is secured by the Collateral. The Debtor represents and warrants that no financing statement, other than a financing statement or statements approved by Secured Party, covering the Collateral is on file in any public filing office. The Debtor must provide the Secured Party with all financial statements or other financial documents as the Secured Party may from time to time require. The Debtor further covenants and agrees to execute from time to time any agreements and records (including financing statements) which the Secured Party may request to perfect its lien on the Collateral and otherwise carry out the provisions of this Agreement. Secured Party is authorized to file financing statements relating to the Collateral without Debtor’s signature where authorized by law. The Debtor further authorizes the Secured Party to file a carbon, photographic or other reproduction of this Agreement or a financing statement previously filed under this Agreement as a financing statement in any jurisdiction. The Debtor hereby constitutes and appoints Secured Party as its true and lawful attorney. The foregoing power of attorney gives the Secured Party the full power of substitution and the abilities to take any appropriate action and execute any documents or instruments that may be necessary or desirable to accomplish the purpose and carry out the terms of this Security Agreement. The foregoing power of attorney is coupled with an interest and will be irrevocable until the Debtor pays all Liabilities in full. Neither Secured Party nor

anyone acting on its behalf will be liable for acts, omissions, errors in judgment or mistakes in fact in acting in such capacity as attorney-in-fact.

4. *Default.* The Debtor will be in default hereunder upon the occurrence of any of the following events subject to any applicable cure provisions:

(a) The nonpayment when due of any amount payable on any of the Liabilities by the Debtor or by any other person liable, either absolutely or contingently, for payment, including endorsers, guarantors and sureties (each such person is referred to as an "Obligor");

(b) If the Debtor or any Obligor has failed to observe or perform any existing or future agreement of any nature whatsoever with the Secured Party (other than those described in clause (a) above);

(c) If any representation, warranty, certificate, financial statement or other information made or given by the Debtor or any Obligor to the Secured Party is materially incorrect or misleading;

(d) If the Debtor or any Obligor becomes insolvent or makes an assignment for the benefit of creditors or if any petition will be filed by or against the Debtor or any Obligor under any bankruptcy or insolvency law;

(e) The entry of any judgment against the Debtor or any Obligor or the issuance of any attachment, tax lien, levy or garnishment against any property of material value in which the Debtor or any Obligor has an interest;

(f) If any attachment, levy, garnishment or similar legal process is served upon the Secured Party as a result of any claim against the Debtor or any Obligor or against any property of the Debtor or any Obligor;

(g) The dissolution, merger, consolidation or change in control of the Debtor or the sale or transfer of any substantial portion of the Debtor's assets or if any agreement for such dissolution, merger or consolidation, change in control, sale or transfer is entered into without the written consent of the Secured Party;

(h) If the Secured Party determines reasonably and in good faith that an event has occurred or a condition exists which has had or is likely to have, a material adverse effect on the financial condition or creditworthiness of the Debtor or any Obligor;

(i) If any Obligor attempts to terminate or disclaim such Obligor's liability for the Liabilities;

(j) If the Debtor fails to pay when due any material indebtedness for borrowed money other than to the Secured Party;

(k) If the Debtor is notified of the failure of the Debtor or any Obligor to provide such financial and other information promptly when reasonably requested by the Secured Party; or

(l) The occurrence of any event of default as defined in the Note.

5. *Acceleration and Enforcement Rights.* Whenever the Debtor is in default as aforesaid, (i) the Secured Party may declare the entire unpaid amount of such of the Liabilities to become immediately due and payable without notice to or demand on any Obligor; and (ii) the Secured Party may at its option exercise any and all rights and remedies available to it under the Uniform Commercial Code or otherwise available to it, including, but not limited to, the right to collect, receipt for, settle, compromise, adjust, sue for, foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at public or private sale(s) or other proceedings, with or without advertisement and the Debtor agrees that the Secured Party or its nominee may become the purchaser at any such sale(s). Secured

Party will have the unconditional right to retain and obtain the full benefit of all Collateral until all Liabilities of the Debtor to the Secured Party are paid and satisfied in full. If any notification of intended disposition of the Collateral is required by law, such notice will be deemed reasonable if mailed at least seven (7) days before such disposition addressed to the Debtor at its Address shown herein. If any Note secured hereby is payable on demand, Secured Party's right to require payment will not be restricted or impaired by the absence, non-occurrence or waiver of an Event of Default and it is understood that if such Note is payable on demand, the Secured Party may require payment at any time.

6. *Application of Collateral.* The Proceeds of any Collateral received by the Secured Party at any time before or after default, whether from sale of Collateral or otherwise, may be applied to the payment in full or in part of such of the Liabilities and in such order as the Secured Party may elect. The Debtor, to the extent that it has any right, title or interest in any of the Collateral, authorizes Secured Party to proceed against the Collateral in any order that Secured Party may determine and waives and releases any right to require the Secured Party to collect any of the Liabilities from any source other than from the Collateral under any theory of mar willing of assets or otherwise and specifically authorizes the Secured Party to proceed against any of the Collateral in which the Debtor has a right, title or interest with respect to any of the Liabilities in any manner that the Secured Party may determine.

7. *Financing Statement; Power of Attorney.* The Debtor does hereby appoint any officer or agent of the Secured Party as the Debtor's true and lawful attorney-in-fact, with power to endorse the name of the Debtor upon any notes, checks, drafts, money orders or other instruments of payment or Collateral that may come into possession of Secured Party; and to give written notice to such office and officials of the United States Postal Service to effect such change or changes of address so that all mail addressed to the Debtor may be delivered directly to Secured Party (Secured Party will return all mail not related to the Liabilities or the Collateral); granting unto Debtor's said attorney full power to do any things necessary to be done with respect to the above transactions as fully and effectually as Debtor might or could do and hereby ratifying all that said attorney will lawfully do or cause to be done by virtue hereof. The above power of attorney includes the right of the Secured Party to execute and/or file Financing Statements to protect and/or perfect the Secured Party's interest in any Collateral. This power of attorney is irrevocable for the term of this Agreement and all transactions hereunder.

8. *Term.* The term of this Agreement commences on the date hereof and end on the date when, after receipt of written notice of the termination of this Agreement from either party to the other, which notice may be given by either party at any time, there will be no Liabilities outstanding.

9. *Successors and Assigns.* All provisions herein will inure to and become binding upon, the heirs, executors, administrators, successors, representatives, receivers, trustees and assigns of the parties, provided, however, that this Agreement is not be assignable by the Debtor without the prior written approval of the Secured Party.

10. *The Debtor's Authority and Capacity, Etc.* The Debtor represents and warrants that the Secured Party is obtaining and will maintain at all times a first lien on all of the Collateral. If any Debtor is a corporation or company, Debtor further represents and warrants that such Debtor is a____, duly organized, validly in existence and in good standing in the State of_and is authorized to do business and is in good standing in any state where the nature or extent of its business requires qualification, that the execution and performance by the Debtor of this Agreement and any related agreements is authorized by Debtor's members and does not violate the company or corporate documents or any other Agreement or contract by which the Debtor is bound. The Debtor represents and warrants that this Agreement is the legal, valid and binding obligation of the Debtor enforceable against the Debtor under its terms.

11. *Waiver of Jury Trial.* EACH UNDERSIGNED PARTY HEREBY WAIVES and THE SECURED PARTY BYITS ACCEPTANCE HEREOF THEREBY WAIVES, TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT or OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO, ACCEPT OR RELY UPON THIS AGREEMENT.

12. *Miscellaneous.* The construction and interpretation of this Agreement and all agreements will be governed by the laws of the Commonwealth of Pennsylvania. No modification hereof is binding or enforceable unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect or impair the remaining provisions of this Agreement. No rights are intended to be created hereunder for the benefit of any third party beneficiary hereof. The individual signatory on behalf of the Debtor represents that he is authorized to execute this Agreement on behalf of the Debtor. This Agreement supplements the Debtor's obligations under any promissory notes or separate agreements with the Secured Party.

13. *Locations of Debtor.* The Debtor represents and warrants that the following addresses (together with any additional addresses which may be shown on any attached schedule) correctly set forth all of the locations where the Debtor maintains a place of business, its records or the Collateral.

Chief Executive Office: ____

____

Primary Locations: ____

14. Name of Debtor. The Debtor represents and warrants that the name of the Debtor shown on this Agreement is the exact full legal name of the Debtor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto under seal and intending to be legally bound on the day and year first above written.

DEBTOR	**SECURED PARTY**
Business Entity of Franchisee	Family Financial Centers, LLC a Delaware limited liability company
By:____________________________ Name:__________________________ Title:___________________________	By:____________________ Name:_________________ Title:__________________

Individual Name of Franchisee Owner/Principal

____

Name, Individually

EXHIBIT H

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Family Financial Centers, LLC ("**we**" or "**us**"), and you are preparing to enter into a Franchise Agreement for the operation of a FAMILY FINANCIAL CENTERS® Financial Center. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

The representations in this Questionnaire are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the California Franchise Investment Law, the California Franchise Relations Act, and the Maryland Franchise Registration and Disclosure Law.

Yes ☐ No☐

1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?

Yes ☐ No☐

2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes ☐ No☐

3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes ☐ No☐

4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes ☐ No☐

5. A) Have you reviewed The Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor?

Yes ☐ No☐

6. Do you understand the risks of operating a FAMILY FINANCIAL CENTERS® Financial Center?

Yes ☐ No☐

7. Do you understand the success or failure of the Financial Center will depend in large part upon your skills, abilities, and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace?

Yes ☐ No☐

8. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your FAMILY FINANCIAL CENTERS® Financial Center?

Yes ☐ No☐

9. A) Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement will be resolved through litigation in Pennsylvania only?

B)Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary, or multiple damages?

Yes ☐ No☐

10. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes ☐ No☐

11. A) Do you understand that the US Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?

B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?

C) Do you understand that we will not approve your purchase of a FAMILY FINANCIAL CENTERS® Financial Center if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

D) Is it true that you are not purchasing a FAMILY FINANCIAL CENTERS® Financial Center with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

Yes ☐ No☐

12. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a FAMILY FINAN- CIAL CENTERS® Financial Center that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ☐ No☐

13. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a FAMILY FINANCIAL CENTERS® Financial Center will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ☐ No☐

14. Is it true no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in our

Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support, service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ☐ No☐

15. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for the Financial Center, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Dated: ______________ ____

Individually and as an Officer

of____.

Printed Name

(a___________________________)

EXHIBIT I

FRANCHISE LOCATIONS

EXHIBIT I

LIST OF CURRENT FRANCHISEES AND FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2023

LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2023

State	Franchisee	Address	Phone No.
Alabama	Rajesh Patel	2800 McFarland Boulevard Northport, AL35476	205-331-4737
Connecticut	Oliver Lay	1332 North Avenue Bridgeport, CT 06604	203-416-5726
	Rick Freeman & Ellen Freeman	6 North Water Street Greenwich, CT 06830	203-532-2999
	Devin Hamilton	55 Middletown Avenue North Haven, CT 06473	203-776-1500
	Robert Abatecola	953 East Main Street Stamford, CT 06902	203-674-8221
Florida	Lucila Ursztein	3300 W. 84th Street, Unit 9 Hialeah, FL 33018	305-231-6355
	Lucila Ursztein	312 W. Lantana Avenue Lauderhill, FL 33313	561-582-0884
	Oded Haims	1339 Northwest 40th Avenue, Lauderhill, FL, 33313	954-585-0884
Indianna	Bobby Key	4887 Kentucky Avenue Indianapolis, IN 46221	317-856-7654
Louisiana	Renetta Leverett	375 South Morrison Boulevard, Hammond, LA 70403	985-429-1611
	Ronda Guidry	1160 Hospital Road, New Roads, LA, 70760	225-638-7231
Massachusetts	Daine Cammarata	328 Main Street, Everett, MA 02149	617-212-6788
	Daine Cammarata Brianna McLaughlin	166 Lincoln Street, Worcester, MA 01605	508-752-0085
New Jersey	Biren Patel	694 North Pearl Street, Bridgeton, NJ 08305	856-459-5203
	Biren Patel	3 West Industrial Boulevard, Bridgeton, NJ 08302 (Satellite)	NA
	Rafael Diaz	5006 Rt. 130 N., Suite 1, Delran, NJ 08075	856-393-7740

	Jatin Patel	37 West Front Street, Keyport, NJ 07735	732-739-0666
	Luis Ordonez	211 East Gibbsboro Road, Lindenwold, NJ 08075	856-346-2777
	Biren Patel	50 Fenwick Street, Newark, NJ 07114 (Satellite)	NA
	Rao Bhandaru	50 Monroe Street, Passaic, NJ 07055	973-779-6925
	Peter Hofbauer/ Tim Larkin	400 21ST Avenue, Paterson, NJ 07513	973-569-4233
	Syed Hussain Mohammad Afzal (Ali)	437 South Main Street, Phillipsburg, NJ 08865	908-859-6330
	Rafael Diaz	60 Main Street, Main Street, South River, NJ 08882	732-257-1992
	Biren Patel	604 East Landis Avenue, Vineland, NJ 08360	856-500-6484
New York	Jimmy Samaras & Rick Freeman	175 Valley Street, Sleepy Hollow, NY 10591	914-631-7555
Pennsylvania	Rao Bhandaru	820 Hamilton Avenue, Allentown, PA 18101	610-433-4960
	Rao Bhandaru	209 N. 6th Street, Allentown, PA 18102	610-740-9598
	Rao Bhandaru	604 N. 14th Street, Allentown, Pa 18102	610-740-0200
	Brijesh Patel	1602 S. 4th Street, Allentown, PA 18103	610-798-8200
	Brijesh Patel	2087 Market Street, Auburn, PA 17922	570-366-6301
	Paul Shinder	610 West 9th Street, Chester, PA 19013	610-872-7219
	Brijesh Patel	7 East Ridge Pike, Conshohocken, PA 19428	610-825-6585
	Biren Patel	101 West Loudon Street, Feltonville, PA 19120	215-457-9590
	Devin Hamilton	1000 Soth 19th Street, Harrisburg, PA 17104	717-695-6963
	Devin Hamilton	2721 Agate Street, Harrisburg, PA 17110	717-233-5000

	Fang Chhay	957 East Baltimore Pike, Lansdowne, PA 19050	610-626-5000
	Fang Chhay	946 S. 58th Street, Philadelphia, PA 19143	215-474-5602
	Paul Shinder	9961 Bustleton Pike, Philadelphia, PA 19115	215-464-2323
	Paul Shinder	14000 Bustleton Pike, Philadelphia, PA 19116	215-677-3098
	Rafael Diaz	6501 Roosevelt Boulevard, Suite 18B, Philadelphia, PA 19149	267-388-5582
	Biren Patel	5300 Tabor Avenue, Philadelphia, PA 19120	215-533-0100
	Devin Hamilton	5930 Torresdale Avenue, Philadelphia, PA 19135	215-744-8522
	Biren Patel	1356 West Girard Avenue, Philadelphia, PA, 19123	215-763-0286
	Biren Patel	153 North 8th Street, Reading, PA 19601	610-374-8670
	Devin Hamilton	323 East Gay Street, West Chester, PA 19380	610-719-0377
	Mark Feller	1228 MacArthur Road, Whitehall, PA 18502	610-820-8117
	Devin Hamilton	300 S. Geroge Street, York, PA 17401	717-846-2588
	Biren Patel	2314 E. Westmoreland St., Philadelphia, PA, 19134	(215) 425- 3114
	Jacquillia Hooper	421 W. Marshall St., Norristown, Pa, 19401	(610) 270- 0904
	Tyler Hines	7103 New Falls Road, Levittown, Pa, 19055	(215) 980- 0668
South Carolina	Nikhil Patel & Sandi Patel	750 Old Mill Road, Mauldin, SC 29662	
Texas	Chris & Kalia King	6841 N. Fry Road, Katy, TX, 77449	(346) 377- 6033
	Micheal Logan & Richard Holcombe	3009 S. John Reddit Dr., Suite H, Lufkin, TX, 75904	(936) 637- 2274
FRANCHISEE WITH SIGNED FRANCHISE AGREEMENTS BUT FINANCIAL CENTERS NOT YET OPEN AS OF DECEMBER 31, 2023			
State	**Franchisee**	**Address**	**Phone No.**

Louisiana	Michael Logan/ Richard Holcombe	Shreveport, LA	318-843-4324
Texas	Christopher King	Houston, TX	832-508-3672
LIST OF FAMILY FINANCIAL CENTERS FRANCHISEES WHO LEFT THE SYSTEM DURING THE 12 MONTH PERIOD ENDED DECEMBER 31, 2023			
State	**Franchisee**	**Address**	**Phone No.**
Georgia	Biren Patel	Atlanta, GA	404-691-4790
Florida	Rafael Diaz	Naples, FL	239-348-2704
Louisiana	Derek Moreau	New Roads, LA	225-638-7231
New Jersey	Biren Patel	Camden, NJ	NA
New Jersey	Biren Patel	Clementon, NJ	856-545-7146
Pennsylvania	Devin Hamilton	Harrisburg, PA	717-233-2444
Pennsylvania	Rao Bhandaru	Norristown, PA	610-270-0904
Pennsylvania	Syed Hussain Mohammad Afzal (Ali)	Tamaqua, PA	570-668-1943
Pennsylvania	Biren Patel	Willow Grove, PA	215-675-7033
Pennsylvania	Syed Hussain Mohammad Afzal (Ali)	Walnutport, PA	610-767-8145
Texas	Emilio Garcia-Caro	Houston, TX	832-835-1191

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

EXHIBIT J
STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	Not filed
Hawaii	Not filed
Illinois	Not filed
Indiana	Not filed
Maryland	Not filed
Michigan	Not filed
Minnesota	Not filed
New York	Pending
North Dakota	Not filed
Rhode Island	Not filed
South Dakota	Not filed
Virginia	Not filed
Washington	Not filed
Wisconsin	Not filed

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

EXHIBIT K
RECEIPTS

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 Family Financial Centers, LLC, offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that the franchisor give you this disclosure document at the earlier of the first personal meeting or 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. Michigan requires that the franchisor give you this disclosure document at least ten (10) business days before executing any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Family Financial Centers, LLC, does not deliver this disclosure document on time or if it contains a false or misleading statement, a material omission, or a violation of federal law and state law, you should report Family Financial Centers to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit B. Our Agents for Service of Process are listed in Exhibit C.

The following individuals offer the franchise for sale: Paul W. Eckert, Kenneth R. Parsons, and Edie Erhardt, c/o Family Financial Centers, LLC, 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901, telephone no. (215) 230-5508.

This Franchise Disclosure Document was issued on April 29, 2024.

I acknowledge receiving this Franchise Disclosure Document dated April 29, 2024, including the following Exhibits:

EXHIBIT A	Table of Contents of Manuals
EXHIBIT B	List of State Administrators
EXHIBIT C	Agents for Service of Process
EXHIBIT D	Franchise Agreement including Multi-State Addenda
EXHIBIT E	Financial Statements
EXHIBIT F	General Release (Sample Form)
EXHIBIT G	Commercial Promissory Note and Security Agreement
EXHIBIT H	Franchise Disclosure Questionnaire
EXHIBIT I	List of Franchisees
EXHIBIT J	State Effective Dates
EXHIBIT K	Receipts

____
Print Name

Signature________________________ Date____________________

If signing on behalf of a corporation or other entity, please complete the following:

____
Name of Entity Title

____

[Keep this Page for your records

RECEIPT

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Read this disclosure document and all agreements carefully. If Family Financial Centers, LLC, offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that the franchisor give you this disclosure document at the earlier of the first personal meeting or 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. Michigan requires that the franchisor give you this disclosure document at least ten (10) business days before executing any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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____

Print Name

Signature________________________ Date____________________

If signing on behalf of a corporation or other entity, please complete the following:

Name of Entity Title

[Return this Page to Family Financial Centers, LLC]