

FRANCHISE DISCLOSURE DOCUMENT



ALL Franchising, LLC
A Delaware limited liability company
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251
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Website: www.AssistedLivingLocators.com

ALL Franchising, LLC offers franchises for the operation of a home-based business that assists seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities that meet their geographic, financial and clinical needs and preferences.

The total investment necessary to begin operation of an Assisted Living Locators franchise ranges from \$74,635 to \$94,810. This includes \$63,395 that must be paid to us.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor by mail at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251, or by phone at (800) 267-7816.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 24, 2026

How to Use this Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT "E".
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT "F" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Assisted Living Locators business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Assisted Living Locators franchisee?	Item 20 or EXHIBIT "E" 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 "A".

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Arizona. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Arizona than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **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.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us” and “the Company” mean ALL Franchising, LLC - the franchisor. “You” means the person who buys an Assisted Living Locators franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company. For purposes of this Disclosure Document, an “ALL Business” refers to an Assisted Living Locators business, including any Assisted Living Locators business operated by us, our affiliates or a franchisee.

Corporate Information

We are a Delaware limited liability company that was organized on August 22, 2022. Our principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251. Our phone number is (800) 267-7816. We also do business under the name “Assisted Living Locators”. Our agent for service of process is disclosed in EXHIBIT "B" to this Disclosure Document.

Our Business Experience

The Assisted Living Locators system founder, Angela Olea, opened the first ALL Business in Arizona in 2003. We began offering franchised ALL Businesses in May 2006. We currently operate businesses of the type being offered under this disclosure document. We currently engage in no business activities other than offering franchises for ALL Businesses, administering the franchise system and operating company-owned ALL Businesses. We have never offered franchises in any other line of business.

On August 23, 2022, we merged with CALLRN Franchise LLC, a Delaware limited liability company formed on February 3, 2006, with a principal business address of 7330 E. Earll Drive, Suite E, Scottsdale, Arizona 85251 and we are the surviving entity.

Parents, Predecessors and Affiliates

We do not have any predecessors. Our direct and indirect parent companies include:

PARENT COMPANIES		
Company Name	Principal Business Address	Direct or Indirect Parent
Evive Brands, LLC (“Evive”)	Same as ours	Direct
EHC Holding Company, LLC (“EHCH”)	630 Fifth Avenue, Suite 400 New York, New York 10111	Indirect
Riverside Micro-Cap Fund VI-A, L.P.*	45 Rockefeller Center 630 Fifth Avenue, Suite 400 New York, New York 10111	Indirect

* Riverside Micro-Cap Fund VI-A, L.P. is part of The Riverside Company, which is a global private equity firm that: (a) focuses on investing in and acquiring growing businesses; and (b) manages the investment funds that are the owner of EHCH. Riverside Micro-Cap Fund VI-A, L.P. indirectly acquired our franchise system on August 24, 2022.

Our affiliate ALL Licensing, LLC is a Nevada limited liability company formed on August 22, 2022, with a principal business address of 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251. ALL Licensing, LLC owns the “Assisted Living Locators” service marks and has licensed them to us (see Item 13).

We do not have any affiliates that provide goods or services to our franchisees. As further described in the table below, we have 6 affiliates that offer franchises in other lines of business. None of these affiliates have operated an ALL Business.

AFFILIATE FRANCHISING COMPANIES				
Franchised Business	Name of Affiliate Franchisor	Principal Place of Business	Period of Time Franchises Offered by Affiliate	Number of Open Franchisees in US (as of 12/31/2025)
1. Grasons	B & P Burke, LLC	Same as ours	November 2014 to present	69

AFFILIATE FRANCHISING COMPANIES				
Franchised Business	Name of Affiliate Franchisor	Principal Place of Business	Period of Time Franchises Offered by Affiliate	Number of Open Franchisees in US (as of 12/31/2025)
2. Executive Home Care	Executive Home Care Franchising, LLC	Same as ours	June 2012 to present	79
3. Brothers Gutters	Brothers Parsons Franchising LLC	Same as ours	November 2023 to present	401
4. Maid Brigade	MB Franchise Holdings, Inc.	Same as ours	May 2020 to present	286
5. Shine	Shine Development LLC	Same as ours	November 2025 to present	77
6. Pacific Lawn Sprinklers	Pacific Lawn Sprinklers Franchise LLC	Same as ours	November 2023 to present	71

1. Grasons is a business that specializes in estates sale and business liquidation services under the trade name GRASONS®.
2. Executive Home Care is a business that provides in-home comprehensive care and non-medical services to home care clients, as well as supplemental healthcare staffing services to institutional clients under the service mark EXECUTIVE HOME CARE.
3. Brothers Gutters is a business that provides gutter installation, maintenance, cleaning, repair, and related services and products under the service mark THE BROTHERS THAT JUST DO GUTTERS.
4. Maid Brigade is a business that provides supervised team cleaning services to home and light commercial cleanings and offers proprietary and other household products for sale using the service mark MAID BRIGADE.
5. Shine is a business that provides residential and commercial window cleaning, pressure washing, screen cleaning, gutter cleaning, house and building detailing and holiday light installation, storage and removal services under the service marks SHINE, SHINE WINDOW CARE AND HOLIDAY LIGHTING, SHINE WINDOW CARE and SHINE HOLIDAY LIGHTING.
6. Pacific Lawn Sprinklers is a business that provides sprinkler installation and maintenance services under the service mark PACIFIC LAWN SPRINKLERS.

We do not have any other affiliates that offer franchises in this or any other line of business.

Other Riverside Company Portfolio Franchise Companies

Through various private equity funds managed by The Riverside Company, the following portfolio companies of The Riverside Company offer franchises in the US. While there is no common control between Evive Brands and the franchise platforms listed below and therefore are not considered affiliates required to be disclosed in Item 1, we disclose these franchise companies as The Riverside Company also manage various investment funds that own, in whole or in part, directly or indirectly, these other franchise companies.

For purposes of the tables below, “Time Franchises Offered” includes the period of time franchises have been offered by the current franchisor and its predecessors.

EverSmith Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (EVERSMITH BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
1. 1-Tom-Plumber	1 TOM Plumber Global LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2020 to present	56

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (EVERSMITH BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
2. US Lawns	U.S. Lawns, Inc.	6700 Forum Drive, Suite 150 Orlando, Florida 32821	1986 to present	208
3. milliCare Floor & Textile Care	milliCare Franchising, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2011 to present	48 (9 international)
4. Kitchen Guard	Kitchen Guard Franchising, Inc.	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2023 to present	38
5. Prism Specialties	Restoration Specialties Franchise Group, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2012 to present	90
6. The Seals	The Seals Franchising, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2019 to present	6
7. Clintar Commercial Outdoor Services	TruServe Groundscare, Inc.	200 Cachet Wood Court, Unit 119 Markham, ON, Canada L6C 0Z8	1982 to present	0 (21 international)

- 1-Tom-Plumber is a business that offers emergency plumbing services and repairs at commercial and residential properties under the service mark 1-TOM-PLUMBER.
- US Lawns is a business that offers outdoor commercial property and landscaping services mark US LAWNS.
- milliCare is a business that offers cleaning and maintenance of floor coverings and interior finishes and related services under the service mark MILLICARE FLOOR & TEXTILE CARE.
- Kitchen Guard is a business that offers commercial kitchen exhaust system cleaning, inspection, maintenance, and restoration services under the service mark KITCHEN GUARD.
- Prism Specialties is a business that offers electronic, art, textile and document recovery, repair and restoration services under the service mark PRISM SPECIALTIES.
- The Seals is a business that sells and installs gaskets for refrigeration door units, freezer doors, oven doors, hardware and cutting board under the service mark THE SEALS.
- Clintar Commercial Outdoor services is business that offers outdoor commercial property services under the service mark CLINTAR COMMERCIAL OUTDOOR SERVICES.

Head-To-Toe Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (HEAD-TO-TOE BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
1. Bishops	BCC Franchising, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2007 to present	40
2. Delta Crown	Crown Extension Bar, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2025 to present	1
3. Frenchies Modern Nail Care	Frenchies, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2015 to present	26
4. Lash Lounge	The Lash Franchise Holdings, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2010 to present	131

- Bishops is a business that offers haircuts, coloring, and barber services under the service mark BISHOPS.

- Delta Crown is a business offering semi-permanent hair extensions and hair extension-related salon services under the service mark DELTA CROWN.
- Frenchies is a business that offers hand and foot care under the service mark FRENCHIES MODERN NAIL CARE.
- Lash Lounge is a business that offers permanent and temporary eyelash and eyebrow extensions and other eye enhancing services under the service mark LASH LOUNGE.

Best Life Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (BEST LIFE BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
1. Blue Moon Estate Sales	Blue Moon Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2013 to present	136
2. Boost Home Healthcare	Boost Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2021 to present	3
3. CarePatrol	CarePatrol Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2009 to present	215 (2 international)
4. ComForCare Home Care	ComForCare Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2021 to present	270 (19 international)
5. Next Day Access	Next Day Access, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2012 to present	91 (1 international)

- Blue Moon is a business that sells personal property as well as the provision of consignment sales for those who are downsizing, relocating, or are deceased under the service mark BLUE MOON ESTATE SALES.
- Boost is a business that offers intermittent care ordered by a doctor and performed by a home health aide and other licensed healthcare providers to patients of all ages with acute and chronic long-term complex health conditions within the patient's residence or within health care facilities under the mark BOOST HOME HEALTHCARE.
- CarePatrol is a business that offers senior living placement, referral, and consulting services to families under the mark CAREPATROL.
- ComForCare is a business that offers (a) companionship and personal/domestic care services, and other special needs services, primarily on a non-medical basis, for seniors and people of all ages so that they may remain in their residences, (b) supplemental healthcare staffing services for persons who need this kind of assistance in their home or a facility in which they reside, and (c) private duty nursing services, all under the mark COMFORCARE HOME CARE.
- Next Day is a business that offers ramps and other products and accessories that enhance the life of physically disabled or challenged persons under the mark NEXT DAY ACCESS.

Threshold Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (THRESHOLD BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
1. Maid Pro	Maid Pro Franchise, LLC	77 North Washington Street Boston, Massachusetts 02114	1997 to present	255

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (THRESHOLD BRANDS)				
Franchised Business	Name of Franchisor	Principal Place of Business	Time Franchises Offered	Number of Open Franchisees in US (as of 12/31/2025)
2. Men in Kilts	Men in Kilts US, LLC	77 North Washington Street Boston, Massachusetts 02114	2019 to present	27
3. Pestmaster	Pestmaster Franchise Network, LLC	9716 South Virginia St., Suite E Reno, Nevada 89511	2021 to present	75
4. USA insulation	USA Insulation Franchise, LLC	17700 Saint Clair Avenue Cleveland, Ohio 44110	2006 to present	96
5. Granite Garage Floors	Granite Garage Floors Franchising, LLC	110 Mansell Circle, Suite 375 Roswell, Georgia 30075	2013 to present	57
6. Mold Medics	Mold Medics Franchising, LLC	811 Washington Avenue Carnegie, Pennsylvania 15106	2020 to present	18
7. Sir Grout	Sir Grout Franchising, LLC	77 North Washington Street Boston, Massachusetts 02114	2007 to present	91
8. Miracle Method	Miracle Method, LLC	4310 Arrowswest Drive Colorado Springs, Colorado 80907	1996 to present	213 (2 master franchises)
9. Plumbing Paramedics	PHP Franchise, LLC	750 E. 150 th Street Noblesville, Indiana 46060	2021 to present	15
10. Heating + Air Paramedics	PHP Franchise, LLC	750 E. 150 th Street Noblesville, Indiana 46060	2021 to present	22

1. Maid Pro is a business that offers home cleaning services for residential and commercial customers under the mark MAID PRO.
2. Men in Kilts is a business that offers window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services under the mark MEN IN KILTS.
3. Pestmaster is a business that offers structural and agricultural pest control and related services under the mark PESTMASTER.
4. USA Insulation is a business that offers residential insulation services under the mark USA INSULATION.
5. Granite Garage Floors is a business that sells and installs residential garage floor coating systems under the mark GRANITE GARAGE FLOORS.
6. Mold Medics is a business that offers mold remediation, air duct cleaning, radon testing and mitigation services, and other services and products under the mark MOLD MEDICS.
7. Sir Grout is a business that offers grout and tile cleaning, sealing, caulking and restoration services and other services under the mark SIR GROUT.
8. Miracle Method is a business that offers refinishing and restoration of bathtubs, sinks, showers, tiles, countertops and similar surfaces under the mark MIRACLE METHOD.
9. Plumbing Paramedics is a business that offers plumbing service franchises under the mark PLUMBING PARAMEDICS.
10. Heating + Air Paramedics is a business that offers heating and air conditioning installation and service franchises under the mark HEATING + AIR PARAMEDICS.

Description of Franchised Business

If we award you a franchise, you will establish and operate a home-based business that assists seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities (“Senior Communities”) that meet their geographic, financial and

clinical needs and preferences (your “Business”). Although the scope of an ALL Business is currently limited to providing placement and related services, we may expand the scope of the business to include the sale of related products or merchandise in future.

Your clients will include families in need of senior housing options. You will conduct an assessment of each client’s unique situation and needs (for example, budget, health care needs, religious affiliations, mobility requirements, social needs, etc.). Based on the results of the assessment, you will provide your client with information regarding Senior Communities that may be a good match for their needs. Once your client selects a Senior Community, you will help facilitate the placement.

As a franchisee, one of your important responsibilities will be inspecting, evaluating and establishing relationships with Senior Communities that are located within the geographic area we designate (your “Territory”). You must sign a Referral Network Participation Agreement (a “Marketing Agreement”) with each Senior Community to whom you refer potential clients (some Senior Communities will not sign Marketing Agreements or may require that you utilize their form of Marketing Agreement). Under the Marketing Agreement, you agree to: (a) provide certain marketing services on behalf of the Senior Community; and (b) provide information about the Senior Community to your clients whose needs match the characteristics and attributes of the Senior Community.

From time to time, a franchisee may need to work with another franchisee to place a client with a Senior Community located in the other franchisee’s territory. We developed policies and procedures for these situations, referred to as our “Referral Program”. Our Referral Program (described in more detail in Item 12) establishes a framework for ALL Businesses to work together in a collaborative manner to achieve the best result for the client.

In order for you to serve as a more complete and valuable resource for your clients, we encourage you to identify and establish referral relationships with reputable providers of complementary senior care services, such as real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys (“Senior Service Providers”). Depending on your client’s needs, you may refer them to an appropriate Senior Service Provider for purposes of providing them with the additional assistance they need. Senior Service Provides may also have clients in need of placement services that they can refer to you.

In order to generate a consistent flow of new clients, we strongly encourage you to establish referral relationships with hospitals, insurance companies, HMO’s, transitional care companies and other similar types of businesses or institutions that are in a position to refer clients in need of placement services (“Referral Sources”). You must focus your efforts on establishing relationships with Referral Sources that are located within your Territory. If you establish a relationship with a Referral Source, such as an Employee Assistance Program, that refers 10 or more leads per month and at least 20% of the leads involve placements outside of your Territory, we may require that you transition the Referral Source to us, in which case we may, but need not, pay you compensation for leads that are placed with Senior Communities located outside of your Territory.

Your clients do not pay you for your services. Instead, when you place a client with a Senior Community in your Territory, the Senior Community pays you a fee. The fee may be calculated as a percentage of the fees that the Senior Community charges or it may be a flat fee. Similarly, when you refer a client to a Senior Service Provider, the Senior Service Provider may pay you a referral fee under the terms of the Referral Services Agreement. Some Senior Service Providers choose not to pay referral fees.

Each ALL Business is granted a license to use: (a) certain logos, service marks and trademarks, including the service mark “Assisted Living Locators[®]” (collectively, the “Marks”); and (b) the distinct system we developed for the operation of an ALL Business (the “System”). The operational aspects of an Assisted Living Locators franchise are contained within our confidential Brand Standards Manual (the “Manual”).

If we award you a franchise, you must sign the form of franchise agreement attached to this Disclosure Document as EXHIBIT "C" (the “Franchise Agreement”). You must develop, open and operate your Business in accordance with Franchise Agreement.

Market and Competition

The target market for ALL Businesses consists of seniors (65 years and older) and their families (45-65 years).

The market for assisted living placement services is growing and, based on current statistics and projections, will continue to grow due to the increasing number of seniors in need of assisted living, senior housing and care services. The market for senior placement services is moderately competitive. You will compete with other businesses that offer referral and senior placement services. Examples include local senior-assisted living placement agencies, hospice, non-medical home health care agencies, as well as nursing homes and other out-of-home senior living facilities. Some of our competitors operate through franchise systems. We will assist you in locating and understanding your local competitors after you sign the Franchise Agreement.

Laws and Regulations

You must comply with all federal and state licensing and regulatory requirements relating to the operation of your Business.

Some states have laws that prohibit or restrict the manner by which assisted living facilities can pay persons that refer or place clients with the facility. For example, Nevada prohibits assisted living facilities from paying persons that refer or place clients with the facility. However, Nevada law does not prohibit the client, or the family of the client, from paying the person providing the referral or placement services. Texas and Oklahoma have laws that prohibit charging a percentage fee and arranging for transportation of the senior (but not necessarily the senior's family members) to see a facility. Some states only allow an assisted living facility to pay a person for referring or placing clients with the facility if certain conditions or exemption criteria are met. For example, some states only allow for payment of referral fees if the conditions for the referral services exemption are met under the Medicare or Medicaid anti-kickback law or safe harbor regulations (i.e., the federal anti-kickback statute that prohibits the direct payment of referral fees for federal healthcare programs). In states that have laws similar to those discussed in this paragraph, we will alter our System, if needed, to accommodate these laws.

You may also need to comply with the Health Insurance Portability and Accountability Act of 1996 and Title XIII of the American Recovery and Reinvestment Act of 2009. You must sign the form of HIPAA Business Associate Agreement that we specify from time to time. Our current form of HIPAA Business Associate Agreement is attached to this Disclosure Document as EXHIBIT "G"-4.

In addition to the industry-specific laws above, you must comply with all laws that apply to businesses generally, including laws governing discrimination and sexual harassment in the work place, minimum wage, smoking in public areas, EEOC and OSHA standards, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes.

There may be other local, state and/or federal laws or regulations pertaining to your Business with which you must comply. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

Chairman and Director: John Deignan

Mr. Deignan has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Chairman and Director	Feb 2024-present
The Riverside Company	Cleveland, OH	Operating Partner	Sep 2024-present
Baker Hill	Indianapolis, IN	Chief Executive Officer	May 2017-Aug 2024

Chief Executive Officer: Ryan Parsons

Mr. Parsons has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
Evive Brands, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Executive Officer	May 2025-present

Company	Location	Title	Period of Time
B & P Burke, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
Shine Development LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Executive Officer	Oct 2025-present
Brothers Parsons Franchising LLC (“BPF”)	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
The Brothers Franchising Corp. (BPF’s predecessor)	Poughkeepsie, NY	Co-Founder & Vice President	Jul 2014-Nov 2023
Brothers Parsons HV LLC (operator of original company-owned The Brothers That Just Do Gutters business)	Poughkeepsie, NY	Vice President	2002-present

Brand President: Felicia Sanders

Ms. Sanders has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Brand President	Dec 2024-present
Zenoti	Seattle, WA	Consultant	Jul 2024-Nov 2024
Woodhouse Spas LLC	Lakewood, CO	VP of Operations	Aug 2022-Jun 2024
Massage Envy Franchising LLC	Scottsdale, AZ	Director of Operations	Jul 2016-Jun 2022

Secretary and Manager: Caroline Quoyeser

Ms. Quoyeser has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	President, Secretary & Manager	Aug 2022-present
Evive Brands, LLC	Scottsdale, AZ	President, Secretary & Manager	Feb 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2021-present
B & P Burke, LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2021-present
Shine Development LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	President, Secretary & Manager	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2023-present
The Riverside Company	Santa Monica, CA	Assistant Vice President	Jan 2023-present
		Senior Associate	Jun 2021-Jan 2023
		Private Equity Analyst	Jun 2017-Jun 2019
		Summer Analyst	Jun 2016-Aug 2016

Chief Growth Officer: Jason Wiedder

Mr. Wiedder has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Chief Growth Officer	Aug 2022-present
Evive Brands, LLC	Scottsdale, AZ	Chief Growth Officer	Feb 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Growth Officer	Dec 2021-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Growth Officer	May 2025-present
B & P Burke, LLC	Scottsdale, AZ	Chief Growth Officer	Dec 2021-present
Shine Development LLC	Scottsdale, AZ	Chief Growth Officer	Nov 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Growth Officer	Oct 2025-present

Company	Location	Title	Period of Time
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chief Growth Officer	Nov 2023-present
Always Best Care	Roseville, CA	VP of Franchise Development	Mar 2018-Dec 2021

Vice President and Manager: L. Joseph Lee

Mr. Lee has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	VP & Manager	Aug 2022-present
Evive Brands, LLC	Scottsdale, AZ	VP & Manager	Feb 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	VP & Manager	Nov 2021-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	VP & Manager	May 2025-present
B & P Burke, LLC	Scottsdale, AZ	VP & Manager	Nov 2021-present
Shine Development LLC	Scottsdale, AZ	VP & Manager	Nov 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	VP & Manager	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	VP & Manager	Nov 2023-present
The Riverside Company	Cleveland, OH	Senior Partner	Apr 2013-present
		Principal	Mar 2006-Apr 2013

Chief Financial Officer: Gregory Esgar

Mr. Esgar has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Chief Financial Officer	Aug 2022-present
Evive Brands, LLC	Scottsdale, AZ	Chief Financial Officer	Aug 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Financial Officer	May 2022-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Financial Officer	May 2025-present
B & P Burke, LLC	Scottsdale, AZ	Chief Financial Officer	May 2022-present
Shine Development LLC	Scottsdale, AZ	Chief Financial Officer	Nov 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Financial Officer	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chief Financial Officer	Nov 2023-present
Prose Franchising	Phoenix, AZ	Chief Financial Officer	Apr 2018-May 2022

Chairman of the Board: Jordan Lajoie

Mr. Lajoie has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
Evive Brands, LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
B & P Burke, LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
ALL Franchising, LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
Shine Development LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chairman of the Board	Jul 2025-present
The Riverside Company	Portland, ME	Operating Partner	Jul 2020-present

Company	Location	Title	Period of Time
Pinecrest holdings Inc.	Portland, ME	President	Jul 2022-present

ITEM 3 LITIGATION

Concluded Matters

CALLRN Franchise, LLC d/b/a Assisted Living Locators v. Vasia Corporation, Aaron Mishkin and Valerie Clark, Case No. 01-22-0000-9785

On March 3, 2022, we filed a demand for arbitration against former franchisees Aaron Mishkin (“Mishkin”) and Valerie Clark (“Clark”) and their corporate entity, Vasia Corporation (collectively, “Respondents”). On February 9, 2022, we terminated four (4) Franchise Agreements with Mishkin and Clark due to their failure to timely pay the minimum monthly Royalty Fee and Technology Fee. We filed the arbitration demand after Respondents’ payment was returned for insufficient funds and Respondents failed and refused to reimburse us for the past due fees. The arbitration demand alleged that Respondents materially breached the Franchise Agreements and sought recovery of the past due fees, future unpaid Royalty Fees for the remainder of the unexpired initial terms of the Franchise Agreements in the amount of the minimum monthly fees due under §7.2 of the Franchise Agreements, together with our reasonable attorneys’ fees and costs pursuant to §13.4 of the Franchise Agreements and A.R.S. § 12-341.01.

On March 28, 2022, Respondents filed their answering statement in which they deny owing the past due and future unpaid fees. On June 21, 2022, Respondents filed counterclaims alleging: violation of the California Franchise Investment Law; unfair competition and business practices; violation of the Arizona Consumer Fraud Act; fraudulent inducement; constructive fraud post-sale; breach of fiduciary duty; breach of the implied covenant of good faith and fair dealing/breach of duty of candor; breach of the implied covenant of good faith and fair dealing/breach of duty of loyalty; tortious bad faith breach of contract; negligence; and unjust enrichment. Respondents based their counterclaims on alleged misrepresentations in Item 19 of our Franchise Disclosure Document based on the methodology for disclosing Gross Invoiced Revenue and Gross Collected Revenue. Respondents sought rescission of their four (4) Franchise Agreements, an unspecified amount of compensatory damages (including return of their franchise fees and investment) and an award of their costs and reasonable attorneys’ fees.

On May 18, 2023, we and Respondents entered a settlement agreement under which we agreed, without any other exchange of consideration, to repurchase Respondents’ four Assisted Living Locators franchise territories for \$28,125 each, for a total payment of \$112,500.00, in exchange for the reconveyance of the territories, mutual releases and dismissals of all claims and counterclaims asserted in the arbitration hearing, with prejudice, and with each party to bear its own attorneys’ fees and costs.

CALLRN Franchise LLC and Assisted Living Locators Licensing, LLC v. JL2 Holdings, Inc., Lara Dickerson, Assisted Living Michelle Cohen, LLC and Michelle Cohen, Case No. 2:20-cv-01091-MTL

On June 3, 2020, we and our affiliate, ALL Licensing, LLC (formerly known as Assisted Living Locators Licensing, LLC), filed a lawsuit against a former franchisee and her independent contractor in the United States District Court for the District of Arizona. The Defendants included the franchisee entity, JL2 Holdings, Inc. (“JL2H”), and its owner, Lara Dickerson (“Dickerson”), as well as the franchisee’s independent contractor, Michelle Cohen (“Cohen”) and her entity, Assisted Living Michelle Cohen, LLC (“ALMC”).

On May 29, 2020, we terminated 3 Franchise Agreements with JL2H due to its operation of unauthorized websites and social media and repeated refusal to submit monthly Gross Revenue reports. We and our affiliate filed the lawsuit after discovering that Defendants were operating a competing business and continuing to use our Marks following our termination of the Franchise Agreements. The Complaint alleged that Defendants’ operation of a competing business violated the post-termination noncompetition covenants imposed under the Franchise Agreements and Confidentiality Agreements. The Complaint also alleged trademark infringement based on Defendants continued use of our Marks. We sought preliminary and permanent injunctive relief and damages.

Defendants subsequently brought a counterclaim alleging that our termination of the Franchise Agreements breached the terms of a mutual release contained within a standardized amendment (the “Amendment”) that we entered into with JL2H and numerous other franchisees. The purpose of the Amendment was to provide franchisees with certain financial relief to mitigate the financial hardships they faced as a result of the COVID-19 pandemic. Specifically, defendants claimed that: (i) we waived their defaults when we signed the Amendment; and (ii) our subsequent termination of the Franchise Agreements on the basis of those defaults was unlawful. The defendants sought an unspecified amount of damages, attorneys’ fees and court costs.

On June 23, 2020, the Court granted our request for injunctive relief as to defendants Cohen and ALMC. Specifically, the court prohibited the defendants from: (i) competing with us for a 2-year period; and (ii) continuing to use our Marks. On October 2, 2020, defendants Dickerson and JL2H entered into a Settlement Agreement with us to resolve the dispute. Pursuant to the Settlement Agreement: (i) we, through our insurer, agreed to repurchase JL2H’s 3 franchised territories and reimburse certain expenses in the total sum of \$46,190; (ii) JL2H and Dickerson agreed to return 2 telephone numbers associated with our trademarks and proprietary information; (iii) JL2H agreed to comply with the post-termination noncompetition covenant, other than placement services rendered by Dickerson for friends and family without charge; and (iv) the parties dismissed the lawsuit with prejudice and signed mutual general releases, with each party bearing its own costs and attorneys’ fees.

Government Injunction

The following Settlement Order is currently effective against our affiliate:

On January 6, 2016, our affiliate, The Brothers Franchising, Corp., entered into a Settlement Order, case number SEC-2015-00056, with the Commonwealth of Virginia, State Corporation Commission, Division of Securities and Retail Franchising and paid a penalty of \$2,000 related to an unregistered sale of a franchise territory in Virginia. The Brothers Franchising, Corp. also paid \$500 for the cost of investigation. The sale was part of a 2015 transaction where the affiliate sold a Virginia territory to the father of our affiliate’s founders prior to being registered in the Commonwealth of Virginia. Our affiliate agreed to not violate the act in the future.

Except for the 3 actions listed above, 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

You must pay us the following nonrefundable initial fees:

Initial Franchise Fee

When you sign the Franchise Agreement, you pay us a nonrefundable \$49,900 initial franchise fee. However, if you obtain SBA funding you pay us 10% of the initial franchise fee when you sign the Franchise Agreement and the 90% remaining balance 20 days after you sign the Franchise Agreement. We currently offer the following discounts:

Type of Discount*	Discount	Qualifications for Discount
Veterans Discount	10% discount	Person holding at least a 20% interest in the franchise is an honorably discharged veteran of any branch of the United States military and provides Form DD-214.
Registered Nurse Discount	10% discount	Person holding at least a 20% interest in the franchise is a registered nurse holding such license received through the National Council Licensure Examination (NCLEX-RN).
Multi-Unit Discount	Franchise 1 – No discount Franchise 2 – \$10,000 discount Franchise 3 and up – \$15,000 discount	You must (a) purchase 2 or more franchises from us at the same time, (b) sign Franchise Agreements for all franchises at the same time, (c) pay full \$49,900 initial franchise fee for 1 st franchise and discounted initial franchise fee for each additional franchise at same time.

Type of Discount*	Discount	Qualifications for Discount
Small-Territory Discount	TBD	In rare circumstances, we may agree to sell a franchise for a territory smaller than our standard territory for a reduced initial franchise fee. This fee would be determined on a case-by-case basis.

* The Veterans Discount and Registered Nurse Discount may not be combined (if you qualify for multiple discounts, you receive the higher 10% discount). If you qualify for the Multi-Unit Discount or Small-Territory Discount, and you also qualify for the Veterans Discount and/or Registered Nurse Discount, you will receive the Multi-Unit Discount or Small-Territory Discount plus an additional 10% (Veterans Discount and/or Registered Nurse Discount) off the first initial franchise fee. Under the Multi-Unit Discount or the Small-Territory Discount, you will not receive any discount on the second or any subsequent franchise, nor will you receive more than a 10% discount even if you qualify for multiple discounts.

In 2025, we collected initial franchise fees ranging from \$30,000 to \$89,900 (for multi-territory purchase). The initial franchise fee is uniformly imposed except for the discounts disclosed above.

Business Set-Up Fee

When you sign the Franchise Agreement, you pay us a nonrefundable \$10,000 business set-up fee. The business set-up fee covers the costs to provide you with a variety of services and materials, including the following:

- the pre-opening initial training program we conduct for your Responsible Owner and high-level managers at our corporate headquarters
- a 2-day onsite training program we conduct in your Territory within the 12-month period after you open your Business (we only provide this training for the 1st franchised territory you purchase, and we reserve the right in our sole discretion to designate a substitute training or coaching program if we believe it would be more appropriate for your success and/or to postpone this training to take place at a date that is more than 12 months after you open your Business)
- access to support from an operations representative prior to initial training
- tuition for one individual to attend Dementia Care Certification training
- setting up a microsite to promote your Business (which will be linked to our corporate website)
- setting up your social media platforms

The business set-up fee is uniformly imposed. However, in 2025 we: (a) waived the business set-up fee for resale and/or multi-territory purchases where the franchisee was purchasing a 2nd, 3rd or 4th territory; and (b) discounted the business set-up fee to \$3,500 for a few franchisees purchasing a 2nd territory.

Marketing Fee

When you sign the Franchise Agreement, you pay us a nonrefundable \$3,000 marketing fee that we use to market and promote your Business during the ensuing 60-day period. The marketing fee also covers the initial supply of marketing materials we provide to you (estimated to be a 150 to 180-day supply). We may retain up to 20% of the marketing fee to compensate us for the marketing and advertising services we provide on your behalf. At our option, we may either directly perform the marketing and advertising services ourselves or we may outsource these functions to one or more suppliers of our choosing. At any time, we may require that you spend this amount directly with third-party suppliers on approved marketing and advertising (rather than paying us). The marketing fee is uniformly imposed. However, in 2025 we: (a) waived the marketing fee for resales where the Business was already established and purchases of a 2nd territory where the franchisee already owned and operated a pre-existing territory; and (b) discounted the fee to \$2,505 for a few franchisees purchasing a 2nd territory.

CRM – Initial Setup Fee

You must use the CRM business management database we designate from time to time (“CRM”), which may or may not be proprietary to us. When you sign the Franchise Agreement, you pay us a nonrefundable \$495 one-

time initial CRM setup fee (you pay monthly licensing fees after opening). In 2025 we waived the fee for 1 new franchisee. The initial setup fee is otherwise uniformly imposed.

ITEM 6 OTHER FEES

TYPE OF FEE ¹	AMOUNT ²	DUE DATE	REMARKS												
Royalty Fee	Greater of (a) 8% of Gross Invoiced Revenue or (b) minimum royalty fee	20 th day of month for prior month’s operations	You must send us monthly reports of your Gross Invoiced Revenue. You begin paying royalties after your opening date (i.e., the date listed on a Certificate of Completion of Training we issue to you). The minimum royalty fee varies as follows:												
			<table><tr><th>Months after Opening</th><th>Minimum Royalty</th></tr><tr><td>1 (full or partial) & 2</td><td>\$0 per month</td></tr><tr><td>3 through 12</td><td>\$500 per month</td></tr><tr><td>13 through 24</td><td>\$800 per month</td></tr><tr><td>25 through 36</td><td>\$1,100 per month</td></tr><tr><td>Rest of term</td><td>\$1,400 per month</td></tr></table>	Months after Opening	Minimum Royalty	1 (full or partial) & 2	\$0 per month	3 through 12	\$500 per month	13 through 24	\$800 per month	25 through 36	\$1,100 per month	Rest of term	\$1,400 per month
			Months after Opening	Minimum Royalty											
			1 (full or partial) & 2	\$0 per month											
			3 through 12	\$500 per month											
			13 through 24	\$800 per month											
25 through 36	\$1,100 per month														
Rest of term	\$1,400 per month														
Brand Fund Fee	Greater of (a) 2% of Gross Invoiced Revenue or (b) minimum brand fund fee	Same as royalty fee	The minimum brand fund fee is \$300 per month. We may increase it up to \$500 per month on 30 days’ notice. We deposit brand fund fees into a Brand Fund. You have no voting rights regarding administration of the Brand Fund, the creation or placement of advertising, or the amount of the brand fund fee.												
Local Marketing Commitment	\$1,000 per month (months 2 through 5 after opening) and then \$500 per month (remainder of term)	Monthly, as incurred	This is the minimum amount you must spend to advertise your Business in your local market (the “ <u>Local Marketing Commitment</u> ”). This amount does not include brand fund fees. You pay us any required amount you fail to spend. See Note 3.												
Training Fee	Up to \$750 per person per day, plus Travel Expenses for onsite training	10 days after invoice	Imposed for: supplemental or refresher training; initial training after opening, remedial training; or additional training you request. See Note 3.												
Conference Registration Fee	Up to \$2,000 per person per conference plus your Travel Expenses (currently \$1,000 per conference for 2 attendees plus \$350 for each additional attendee)	60 days prior to conference or as otherwise invoiced	We may hold conferences to discuss matters affecting franchisees. Attendance is mandatory unless we designate attendance as optional or waive your obligation to attend for good cause. If you fail to attend a required conference without a waiver, you must pay a \$1,000 non-attendance fee and we will send you a copy of materials distributed at the conference.												
Technology Fee	Up to \$750 per month for each block of 4 users (current estimate is \$310 per month for a microsite, Google Workspace, CRM, LMS & designated phone number – see Note 4 for details)	Varies	Includes amounts you pay us or our affiliate for Technology Systems, including (a) amounts paid for proprietary items, (b) amounts we collect from you and remit to third-parties and (c) an administrative fee for managing the technology platform and negotiating/managing relationships with third-party licensors. It does not include amounts you pay to third parties.												
Call Center Services	Greater of \$150 per month or to 3% of Gross Invoiced Revenue, if paid to us or our affiliate (no currently imposed)	20 th day of each month	You must contract with a third-party call center to answer client calls and provide related client service and support, including outside of normal business hours. If we choose to operate the call center ourselves, you must pay this fee to us.												

TYPE OF FEE ¹	AMOUNT ²	DUE DATE	REMARKS
Product Purchases	Varies depending on item purchased	10 days after invoice	We and our affiliates may serve as System suppliers for goods and services you must purchase. If this occurs, we will provide you with a price list upon request.
New Product or Supplier Testing	Cost of testing	10 days after invoice	This covers the costs of testing new products or inspecting new suppliers you propose.
Renewal Fee	\$15,000	At time you sign renewal agreement	Imposed if we grant you renewal rights for a 10-year renewal term.
Transfer Fee	\$10,000 (reduced to \$5,000 if buyer is an existing franchisee)	Before Transfer	You pay the transfer fee for all Transfers other than Permitted Transfers. If our broker finds the buyer, you must also reimburse us for all commissions we pay the broker. If you sign a Franchise Resale Agreement, you pay us both a transfer fee and a franchise resale service fee.
Collection Fee	Up to 35% of gross amounts collected on your behalf	As incurred	Due when we collect payment on your behalf for customers who are delinquent in their payment of 90 days or more past the contract term.
Franchise Resale Service Fee	Either (a) commission or other amount we owe to a broker (if a broker finds the buyer) or (b) \$10,000 (if no broker is involved)	At time of transfer.	We offer an optional service to help franchisees sell their business. To use this service, you must sign a Franchise Resale Agreement (attached as <u>EXHIBIT "G"-7</u>) and pay us the service fee.
Noncompliance Fee	\$1,000 per day for failure to perform background check on employee up to \$2,500 per incident for other violations	Upon demand	Imposed if you breach a mandatory standard or operating procedure (including submission of required reports or violation of Franchisee Code of Conduct) and fail to cure within the time period we require. We may impose an additional fee every 48 hours the breach remains uncured after we impose the initial fee. We deposit noncompliance fees into the brand fund.
Default Reimbursement & Admin Fee	120% of costs we incur to cure your breach	10 days after invoice	If you fail to timely cure a breach of our brand standards or the Franchise Agreement (e.g., failure to maintain insurance, pay suppliers or meet quality standards) we may take steps to cure on your behalf and you must pay us 120% of our costs.
Client Support Fee	150% of costs we or another ALL Business incur to assist your clients	10 days after invoice	Imposed if we receive a complaint from your client and decide to support or assist the client ourselves or via another ALL Business to resolve the issue. We do not intend to impose this fee for isolated client compliances. Rather, we impose this fee if there are persistent client complaints.
Audit Fee	\$2,500 plus actual cost of audit (including Travel Expenses for audit team)	10 days after invoice	Imposed if an audit (a) is necessary because you fail to send us required information or reports by the due date or (b) reveals you understated any amount owed to us by 2% or more.
Late Fee	10% of past due amount plus interest at lesser of 18% of amount past due or highest rate allowed by applicable law	10 days after invoice	Default interest is limited to 10% per annum in California.

TYPE OF FEE ¹	AMOUNT ²	DUE DATE	REMARKS
Interim Management Fee	Up to \$1,000 per day plus Travel Expenses	10 days after invoice	If you fail to cure a Franchise Agreement default or the Responsible Owner fails to perform his/her duties, we can designate a person to manage your Business until you cure the default or replace the Responsible Owner.
Indemnification	Amount of our damages, losses or expenses	10 days after invoice	You must indemnify us for our losses from joint employer claims or due to your operation of the Business or breach of the Franchise Agreement.
Attorneys' Fees and Costs	Amount of attorneys' fees and costs we incur	Upon demand	You must reimburse all attorneys' fees and costs we incur relating to your breach of the Franchise Agreement or any related agreement.
Liquidated Damages	2 years of royalty & brand fund fees - see Note 0	30 days after invoice	Imposed if we terminate due to your default or you wrongfully terminate.

Notes:

1. Nature and Manner of Payment: All fees are imposed by and payable to us except you spend the Local Marketing Commitment directly with third-party suppliers. All fees are nonrefundable and uniformly imposed. You must sign the ACH Authorization Form attached to the Franchise Agreement permitting us to electronically debit your designated bank account for all amounts owed to us (other than fees due upon execution of the Franchise Agreement). You must deposit all Gross Collected Revenue (including cash, checks and credit card receipts) into the bank account within 3 business days after receipt and ensure sufficient funds are available for withdrawal before each due date. You must pay us all taxes that are imposed upon us or that we are required to collect and pay by reason of the furnishing of products, intangible property (including trademarks) or services to you.

2. Definitions: The following defined terms have the meanings given to them below:

"Brand Fund" means the brand and system development fund we currently administer to promote public recognition of our brand and improve our System.

"Gross Invoiced Revenue" means all gross sums you invoice or charge (regardless of collection) in any way relating to your Business, such as revenue from the sale or provision of goods or services, proceeds from business interruption insurance and referral fees that you charge or collect, including referral fees owed by Referral Sources, Senior Care Providers, other ALL Businesses (such as fee splits under our Referral Program) or us (such as fee splits relating to a Regional Account, which is defined in Item 12). Gross Invoiced Revenue includes any referral fees you receive from third parties. With respect to fees generated through our Referral Program, Gross Invoiced Revenue only includes your share of the placement fee that you collect. Gross Invoiced Revenue excludes the following amounts (which you may deduct from your calculation of Gross Invoiced Revenue):

- any placement fee you collect but pay to another ALL Business under our Referral Program
- any sales or use tax you collect and pay to the applicable taxing authority
- the wholesale price paid by you for any merchandise or other retail items that you sell (Gross Invoiced Revenue includes the difference between the retail price you receive from the sale of the item and the wholesale price you paid for the item)

"Permitted Transfer" means a Transfer: (a) between existing owners; or (b) by the owners to a new business entity that is 100% owned and controlled by the transferring owners. It does not include a Transfer that results in the Responsible Owner owning less than 20% of the franchised business.

"Responsible Owner" means the owner you appoint and we approve with primary responsibility for the overall management and operation of your Business.

"Technology Systems" computer and point-of-sale systems, client billing systems, payroll processing systems, telecommunications systems, AI Technology and similar systems, together with the associated hardware, software and related equipment, applications and third-party services relating to the establishment,

use, maintenance, monitoring, security or improvement of these systems.

“Transfer” means a transfer or assignment of: (a) the Franchise Agreement; (b) an ownership interest in the entity that is the “franchisee”; or (c) the Business you conduct under the Franchise Agreement.

“Travel Expenses” means all travel, meals, lodging, local transportation and other living expenses incurred: (a) by us and our trainers, field support personnel, auditors or other representatives to visit your Territory; or (b) by you or your personnel to attend training programs or conferences.

3. **Fee Increases:** We may increase the minimum the Local Marketing Commitment and \$750 training fee cap by not more than 10% per year. If we choose not to apply a fee increase in a given year, any unapplied increase may be carried forward and applied in a subsequent year.
4. **Technology Fee:** As of the issuance date of this Disclosure Document we charge a technology fee that covers the following technology-related goods and services and includes the following initial and ongoing fees:

TECHNOLOGY FEES*			
Licensed Product or Software	Description of Licensed Product or Software	Initial Fee	Ongoing Fee
CRM	Business management software you will use to operate your Business	\$495 initial setup fee (due when you sign Franchise Agreement)	\$250 per month for each block of 4 user licenses (due on 1 st day of month)
Google Workspace (formerly known as “G Suite”)	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	\$30 per month per account (due on 1 st day of month)

* All fees described in the table above comprise our current “technology fee”. We anticipate most franchisees will require 1 block license for CRM and 2 Google Workspace accounts. We may increase the CRM license fee on an annual basis. We may also increase the monthly fee for Google Workspace and other components of the technology fee upon 30 days’ prior notice. Any such increases remain subject to the fee cap of \$750 per month for each block of 4 users. We reserve the right to substitute different third party providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

Liquidated Damages: You must pay us liquidated damages if: (a) we terminate the Franchise Agreement due to your default; or (b) you terminate the Franchise Agreement prior to its expiration date (except in accordance with the provisions governing your right to terminate following our uncured breach). Liquidated damages are calculated as the sum of average monthly royalty fees and brand fund fees imposed during the 12-month period preceding termination (or your entire period of operation if less than 12-months) multiplied by the lesser of: (a) 24; or (b) the total number of months remaining under the term. If you pay us liquidated damages in a timely manner, we may not pursue a claim against you for lost profits (but we may still seek other damages we incur due to your breach).

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	AMOUNT ¹	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$49,900	Lump sum	At time you sign Franchise Agreement	Us
Business Set-Up Fee	\$10,000	Lump sum	At time you sign Franchise Agreement	Us
Initial Training Expenses (1 person while training)	\$1,000 to \$1,500	As incurred	During training	Hotels, restaurants and airlines

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	AMOUNT ¹	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Real Estate, Buildout and Improvements	Not Applicable – See Note 2			
Furniture & Furnishings (for home office)	\$0 to \$500	As incurred	Before opening	Suppliers
Technology Systems ³	\$0 to \$3,300	Lump sum	Before opening	Suppliers
Technology Fees ⁴ (pre-opening)	\$495	Lump sum	Before opening	Us
Marketing Fee ⁵ (pre-opening)	\$3,000	Lump sum	Before opening	Us
Utility Deposits	\$0 to \$300	As incurred	Before opening	Utility companies
Certified Senior Advisor (CSA) Certification Fee ⁶	\$990 to \$1,090	As incurred	Before, or within 6 months after, opening	Supplier
Dementia Care Certification Fee ⁷	\$0 to \$125	As incurred	Before, or within 3 months after, opening	Supplier
Business Licenses	\$50 to \$1,000	As incurred	Before opening	Government agencies
Professional Fees	\$300 to \$3,000	Lump sum	Before opening	Lawyers & accountants
Vehicle ⁸ (title, registration, deposit & 3 lease payments)	\$0 to \$5,000	Installments	Before opening and 3 months after opening	Supplier
Vehicle “Wraps” (Optional)	\$0 to \$2,800	Lump sum	Before opening	Supplier
Insurance ⁹ (12 months’ premium)	\$1,700 to \$2,600	Lump sum	Before opening	Supplier
Additional Funds ¹⁰ (3 months)	\$7,200 to \$10,200	As incurred	As incurred	Suppliers, employees & us
Total Initial Investment ¹¹	\$74,635 to \$94,810			

Notes:

- Financing & Refunds:** We do not offer direct or indirect financing for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable.
- Real Estate:** Assisted Living Locators is a home-based business. Most franchisees do not purchase or lease separate commercial office space for purposes of operating the business. However, a few elected to do so. Since we do not have any standards or specifications for offices or commercial facilities, we cannot estimate the costs. If you purchase or lease separate commercial office space, your initial investment will increase.
- Technology Systems:** This includes your initial cost to purchase and set up your Technology Systems, including your smart phone, VOIP phone and computer system. It does not include the initial or ongoing technology fees you pay us (these fees are disclosed in a separate line item). We estimate the cost to purchase a new smart phone and computer system (including required software but excluding the \$495 CRM setup fee) could range from \$1,000 to \$3,000. The cost varies depending on the specific computer and smart phone purchased. In many cases, franchisees already have a suitable smart phone and/or computer system that satisfies our requirements. The low estimate assumes you already own a suitable smart phone and computer system while the high estimate assumes you purchase a new smart phone and computer system.
- Technology Fees:** This estimate includes the \$495 initial setup fee you must pay for CRM.
- Marketing Fee:** You must pay us \$3,000 that we apply to an initial marketing campaign covering the pre-opening period through the end of the 1st full month of operation.

6. CSA Certification Fee: You must obtain your Certified Senior Advisor certification within 6 months after opening. We have negotiated a discounted fee for the certification program.
7. Dementia Care Certification Fee: You must obtain your Dementia Care certification within 3 months after opening. The business set-up fee includes the cost for 1 person to attend this certification program. If you send more than 1 person, you must pay the licensor an additional fee of \$125 per person. The low estimate assumes you send 1 person while the high estimate assumes you send a 2nd person.
8. Vehicle: Due to the nature of this business, you may need to travel to Senior Communities and client locations. At times you will “tour” Senior Communities with your clients. As a result, you must have access to a late-model vehicle that reasonably accommodates at least 2 passengers. We do not have any other standards or specifications for your vehicle. Most franchisees use their personal vehicle for the Business. The low estimate assumes you already own or lease an acceptable vehicle that you will use in the Business, in which case you will not incur any additional expense. The high estimate assumes you lease a separate vehicle for the Business, and includes an estimated deposit/administrative fee, title and registration fees, and 3 monthly lease payments. The cost of leasing a vehicle varies widely depending on the type of vehicle, whether the vehicle is new or used, the amount of your deposit, whether you trade in another vehicle (and if so, the value of that vehicle), your credit rating and leasing rates available in your area.
9. Insurance: You must purchase the insurance policies we require through our designated insurance broker. In most cases, the initial 12-month premium for our required insurance is \$1,750. However, the actual premium may be somewhat lower or higher in a few states. You are free to purchase any additional insurance you deem appropriate. The high estimate in the table above assumes you choose to purchase additional insurance beyond our minimum requirements.
10. Additional Funds: This estimates your expenses during the first 3 months of operation, including: payroll costs (excluding any wage or salary paid to you); post-opening technology fees (\$310 per month estimate for CRM and 2 Google Workspace accounts); post-opening marketing and advertising (\$1,000 per month starting 2nd month after opening); call center fees (which are currently paid to a third-party provider and typically range from \$50 to \$350 per month) (our current preferred vendor also charges a \$99 one-time set up fee); phone expenses; utilities; gas; and other miscellaneous expenses and required working capital. These figures are estimates based on the past experience of our franchisees and our affiliate in opening and operating ALL Businesses. The Additional Funds listed in the table covers a 3-month period. However, we strongly recommend you have enough funds to cover a 1-year period after opening, which we estimate to be \$28,800 to \$40,800 (this range includes the \$7,200 to \$10,200 for Additional Funds for the initial 3-month period).
11. Budget: We strongly recommend you hire an accountant, business advisor or other professional to assist you in developing a budget for the development, opening and operation of your Business.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source-Restricted Purchases and Leases - Generally

We require that you purchase or lease certain source-restricted goods and services for the development and operation of your Business. “Source-restricted” means the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate). Our specifications and list of approved and designated suppliers are contained in the Manual. We will notify you within 30 days of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual, bulletins, or other means of communication.

Supplier Criteria

Our criteria for evaluating suppliers include standards for: (a) quality, performance, design, appearance and price of the product or service; and (b) dependability, production capabilities, reputation and financial strength of the supplier. Upon your request, we will provide you with any objective specifications pertaining to our evaluation of a supplier, although certain important subjective criteria (e.g., product appearance, design,

functionality, etc.) are important to our evaluation but cannot be described in writing.

If you wish to purchase or lease a source-restricted item from a non-approved supplier, you must send us: (a) a written request for approval; (b) product samples for testing purposes; and (c) all additional information we request. The supplier must agree to comply with our minimum insurance, indemnification and confidentiality requirements for system suppliers and allow us to periodically inspect their facility. We will notify you of our decision within 30 days after we receive all required information and product samples. We may periodically reinspect approved products and suppliers and revoke our approval if a product or supplier fails to meet our then-current criteria. You must reimburse all costs we incur to evaluate products and suppliers you propose.

Current Source-Restricted Items

We estimate 65% of the total purchases and leases required to establish your Business and 40% of your ongoing operating expenses will consist of source-restricted goods or services, as further described below:

Vehicle

You must purchase, lease or have access to a late-model vehicle that can reasonably accommodate at least 2 passengers. You must insure this vehicle according to our requirements. The vehicle must be kept in good condition and regularly cleaned. You can purchase or lease your vehicle from any supplier of your choosing. If you choose to purchase and install “wraps,” the “wraps” must comply with our standards and specifications and must be purchased from a supplier that we designate or approve. At all times, the Responsible Owner (and each other person associated with your Business that drives your clients) must hold a valid driver’s license.

Technology Systems

Your Technology Systems (including hardware, software, equipment, software applications, mobile apps and similar items) must meet our standards and specifications. Certain components of your Technology Systems must be purchased from approved or designated suppliers while other components may be purchased from any supplier of your choosing. We may also require that certain services relating to the establishment, use, maintenance, monitoring, security or improvement of your Technology Systems be purchased from approved or designated suppliers. Currently, we require that you license our designated CRM from us and we also require that you license and use QuickBooks (online version) and our designated VOIP Phone System. You must also license your Google Workplace accounts exclusively through us. We reserve the right to substitute different third party Technology Systems providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

Insurance Policies

You must obtain the insurance coverage that we require from time to time (whether in the Franchise Agreement or in the Manual). Currently, we require that you purchase these policies exclusively through our designated insurance broker. The required coverage currently includes:

General Liability Occurrence coverage form

- | | |
|---|-------------|
| • Each Claim Limit BI / PD | \$1,000,000 |
| • General Aggregate Limit of Liability | \$3,000,000 |
| • Non-Owned / Hired Auto Liability | \$1,000,000 |
| Professional Liability Occurrence coverage form | |
| • Each Professional Incident | \$1,000,000 |
| • Professional Aggregate Limit | \$3,000,000 |

You must also purchase worker’s compensation and employer liability insurance as required by law, and any other limits and coverage that we periodically require. We also strongly recommend, but do not currently require, Sexual Abuse/Molestation, Privacy and Cyber Liability and Business Interruption insurance. If you lease a vehicle for your Business, you are required to have a commercial auto policy. If you elect to continue your personal auto insurance policies, a “Business Use Endorsement” is required to be added to your automobile insurance policy with liability limits of at least \$250,000/\$500,000 split limits or \$500,000 Combined Single

Limit. You must also purchase a personal umbrella policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Proof of coverage is required annually depending on which type of vehicle you are using for your business. The required coverage and policies are subject to change. All insurance policies must be endorsed to: (a) name us as an additional insured; (b) waive all subrogation rights against us; and (c) provide us with at least 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy. You may purchase any additional insurance you deem appropriate.

Marketing Materials and Services

All marketing materials must comply with our standards and specifications. We must approve your marketing materials before you use them. You must purchase all branded marketing materials only from us or other suppliers we designate or approve. You must purchase your initial supply of marketing materials exclusively from us. We currently require you to purchase additional marketing materials through an online store we created through a promotional vendor. We may also require that you utilize a designated or approved supplier to conduct social media and/or other marketing on your behalf. We are the exclusive supplier of certain initial marketing and promotional services that we conduct in exchange for the business set-up fee and marketing fee.

Call Center Services

You must use a call center to answer client calls and provide related client service and support, including outside of normal business hours ("Inbound Call Services"). We may also require that you use a call center for purposes of client growth and engagement, including reaching out to develop leads and maintain client relationships ("Outbound Call Services"). You must utilize a third-party call center we designate or approve for Inbound Call Services and/or Outbound Call Services. In the future, we may operate a call center ourselves in which case you may be required to pay us or our affiliate for call center services. You may propose the use of another call center. We have the right to approve or disapprove of your request in our reasonable discretion.

Purchase Agreements

From time to time, we may negotiate relationships with suppliers, including favorable pricing terms, for the benefit of franchisees. As of the issuance date of this Disclosure Document, we have negotiated purchase agreements (including pricing terms) with suppliers for the following goods and services:

- QuickBooks
- marketing materials and office supplies
- lead generation services
- insurance policies
- CSA certification program
- Dementia care certification program
- Universal Background Screen
- various in-home care service providers (these providers may pay you a referral fee for each referred client that ends up purchasing the services of that provider)
- employee uniforms, merchandise and other branded products and print materials

We may purchase items in bulk and resell them to you at our cost plus a reasonable markup. Currently there are no purchasing cooperatives but we may establish them in the future. You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing we negotiate.

Franchisor Revenue from Source-Restricted Purchases

We are currently the exclusive designated supplier for the following goods and services:

- Your initial supply of marketing materials we provide in exchange for the marketing fee
- Certain initial and ongoing marketing and promotional services and business development tools we provide in exchange for the business set-up fee and marketing fees
- Certain initial and onsite training we provide in exchange for the business set-up fee

- Certain support we provide prior to initial training in exchange for the business set-up fee
- Certain software, technology and related tools we provide in exchange for our current technology fee
- In-house call center services (which we expect to implement in 2026 or 2027)

We generate revenue from these purchases. We may designate ourselves or our affiliate as an approved or designated supplier for other goods or services in the future. There are no approved or designated suppliers in which any of our officers own an interest. No person affiliated with us is currently an approved (or the only approved) supplier.

We may receive rebates, payments or other material benefits from suppliers based on your purchases and leases. We have no obligation to pass these amounts through to you or use them in any particular manner. We currently receive a credit equal to 10% of all purchases of marketing materials made by franchisees through the online store that we created with a promotional supplier. This credit is applied against purchases of marketing goods and services made by the Brand Fund. Our parent, Evive, receives a rebate of up to 5% of the cost of employee uniforms, merchandise and other branded products and print materials purchased through our online store (this rebate become effective in 2026).

Our total revenue during the fiscal year ended December 31, 2025 was \$4,973,326. During that year, we generated \$355,747 in revenue as a result of franchisee purchases and leases, which represents 7.2% of our total revenue for that year.

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 other items in this Disclosure Document.

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	§7.1	Item 7 & Item 11
b. Pre-opening purchases/leases	§6.2, 7.2, 11.11 & 16.1	Item 5, Item 7, Item 8 & Item 11
c. Site development and other pre-opening requirements	§7.2 & 7.3	Item 6, Item 7 & Item 11
d. Initial and ongoing training	§5	Item 6 & Item 11
e. Opening	§7.3	Item 11
f. Fees	§4.2, 5, 6.2, 6.4, 6.7, 6.8, 8.4, 10, 11.13, 11.19, 14, 16.1, 17.2, & 20.2	Item 5 & Item 6
g. Compliance with standards and policies/Operating Manuals	§6.1, 7.2, 10.3, 11 & 18.1	Item 11
h. Trademarks and proprietary information	§18	Item 13 & Item 14
i. Restrictions on products/services offered	§11.2 & 11.3	Item 16
j. Warranty and client service requirements	§11.17 & 11.18	Not Applicable
k. Territorial development and sales quotas	§12	Item 12
l. Ongoing product/service purchases	§11.11	Item 8
m. Maintenance, appearance and remodeling requirements	§7.2 & 11.12	Item 11
n. Insurance	§16.1	Item 6 & Item 7 & Item 8
o. Advertising	§10	Item 6, Item 7 & Item 11
p. Indemnification	§19	Item 6

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
q. Owner's participation/management/staffing	§8	Item 11 & Item 15
r. Records/reports	§16.2 & 16.3	Item 6
s. Inspections/audits	§17	Item 6 & Item 11
t. Transfer	§20	Item 17
u. Renewal	§4	Item 17
v. Post termination obligations	§22	Item 17
w. Non-competition covenants	§15	Item 17
x. Dispute resolution	§23	Item 17
y. Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	ATTACHMENT "C"	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your Business, we will:

1. License you the Marks necessary to begin operating your Business. (§2)
2. Provide telephonic guidance regarding site selection if you choose to establish a separate office and request our help identifying a suitable location, as discussed below under *Site Development*. (§7.1)
3. Provide access to our Manual, which will help you establish and operate your Business. The Manual contains approximately 300 pages. Because our Manual is in electronic format, we have attempted to approximate the number of "pages" in the Manual based upon the "quantity" of content in the materials. The Table of Contents is attached to this FDD as EXHIBIT "D". (§6.1 & 11.1)
4. Provide our written specifications for goods and services you must purchase to develop, equip and operate your Business and a list of suppliers. We do not deliver or install any items you purchase.. (§11.1)
5. Provide an initial supply of marketing materials (estimated 150-180 day supply), as discussed below under *Advertising*. (§10.2)
6. Provide a sample contract for purposes of engaging clients for placement services (a "Client Agreement"). Our current sample Client Agreement is attached to this FDD as EXHIBIT "G"-6. You may customize our sample Client Agreement for your use, or you may prepare your own form of agreement in compliance with the laws of your state. (§11.4)
7. Provide the form Marketing Agreement you will use to contract with Senior Communities. This form is attached to the Franchise Agreement as ATTACHMENT "B". (§11.5)
8. Provide a sample referral services agreement (a "Referral Services Agreement") that establishes the framework for referrals between ALL Businesses and Senior Service Providers and, when permitted, provides for the payment of referral fees as an additional income stream. We recommend you sign a Referral Services Agreement with Senior Service Providers to whom you refer clients. You may customize our sample agreement for your use. (§11.6)
9. Conduct certain marketing and promotional activities to promote the opening of your Business, as discussed below under *Advertising*. (§10.2(a))

10. Assign to you any Marketing Agreements we previously entered into with Senior Communities that are located in your Territory (other than Marketing Agreements associated with Regional Accounts). (§11.5)
11. Provide an initial training program, as discussed below under *Training*. (§5)

During the operation of your Business, we will:

1. Provide 2 days of onsite training and assistance (or other method of training we designate) within the 12-month period after you open, as discussed below under *Training*. (§5.1)
2. Provide access to our designated CRM, as discussed below under *Computer System*. (§6.2)
3. Provide our guidance and recommendations to improve the operation of your Business. (§6.5)
4. Provide periodic access to a representative to answer questions you have regarding your Business during the hours that we designate. (§6.5)
5. Provide our recommendations regarding the fees you charge Senior Communities. (§11.5)
6. Provide periodic training programs, as discussed below under *Training*. (§6.5)
7. Maintain a corporate website to promote our brand (www.assistedlivinglocators.com) and provide a microsite to promote your Business, as discussed below under *Advertising*. (§6.4)
8. Administer the Brand Fund, as discussed below under *Advertising*. (§10.1)

During the operation of your Business, we may, but need not:

1. At no extra charge, refer you leads we generate through various means. We are not required to refer any leads to you. (§6.5)
2. Administer a call center (either ourselves or through a third-party provider) for purpose of answering client calls. You must participate and pay the associated fees. Our preferred vendor currently charges a \$99 one-time setup fee plus a monthly fee ranging from \$50 to \$350 based on usage. (§6.8)
3. Negotiate supplier agreements to obtain favorable pricing. We may also purchase items in bulk at discounted prices and resell them to you at our cost plus shipping and a reasonable markup. (§6.7)
4. Host periodic conferences to discuss relevant business and operational topics. (§5.6)
5. Provide additional training or assistance you request, as discussed below under *Training*. (§5)
6. Prepare newsletters for Assisted Living Locators clients. (§6.9)
7. Create a franchise advisory council, as discussed below under *Advisory Council*. (§13)

Training (§5)

Initial Training

We will provide an initial training program for your Responsible Owner and initial high-level managers. Your other owners and employees may not attend initial training without our prior permission. The initial training program must be completed to our satisfaction. The Responsible Owner must successfully complete initial training within 60 days after you sign the Franchise Agreement. We have the option to terminate your Franchise Agreement if your Responsible Owner fails to successfully complete training within 60 days after you sign the Franchise Agreement (or fails his/her first 2 attempts to successfully complete training).

Initial training includes approximately 5 days of training at our corporate headquarters located in Scottsdale, Arizona (or at any other location we designate). We reserve the right to substitute online/virtual training or include a mix of online/virtual training and live training at our corporate headquarters. The training materials will consist of the Manual and certain workbooks. You will not be charged an additional fee for any of the training materials. Currently, we intend to offer the initial training program at least monthly assuming sufficient demand. Our initial training program currently covers the following topics:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Administration	9	0	Corporate Office (Scottsdale, Arizona)
Production	6.5	0	Corporate Office (Scottsdale, Arizona)
Sales and Marketing	9	5.75	Corporate Office (Scottsdale, Arizona) and in the field
TOTAL	24.5	5.75	

CSA Certification Course

Within 6 months after opening, you must complete and achieve a Certified Senior Advisor certification through the Society of Certified Senior Advisors. The Certified Senior Advisor (CSA) education course and certification focuses on helping professionals understand the complexity of what it means to be a senior. The intent of the CSA certification is to give credibility to your Business and provide you with the confidence you need to compete in this industry. The CSA credential certification is accredited by the National Commission for Certifying Agencies (“NCCA”).

The course can be taken in a classroom or on-line setting. The classroom training is 3 full days with the exam on the morning of the 4th day. The on-line course is a self-paced web-course that must be completed within 6 months of starting the course. The exams for both the classroom course and the on-line course are closed-book, proctored exams taken at a test center. The fee for the course varies depending on whether you take the classroom or on-line course. You will receive a fee discount for certain course elements due to your status as an Assisted Living Locators franchisee.

CSA CERTIFICATION COURSE			
SUBJECT	HOURS OF CLASSROOM OR ONLINE TRAINING ¹	HOURS OF ON-THE-JOB TRAINING	LOCATION ²
Aging	3.3	0	Classroom or Online
Aging with Family and Community	3.6	0	Classroom or Online
Health and Mental Health	3.3	0	Classroom or Online
Financial Literacy	4.7	0	Classroom or Online
Medicare, Medicaid and Social Security	2.3	0	Classroom or Online
The Community of Certified Senior Advisors	0.8	0	Classroom or Online
Practice Exam	0.8	0	Classroom or Online
Learning Exercises/Case Studies	2.1	0	Classroom or Online
Self-Study expectation prior to the course	30	0	Self-Study
TOTAL	51	0	

Notes:

1. The class offered by Society of Certified Senior Advisors is for 9 hours per day. We have subtracted 1 hour per day for lunch and 1 hour for breaks throughout the day and arrived at 21 hours of classroom training. Because the class is offered by a third-party, we cannot guarantee you will receive the exact number of training hours listed, but we believe this an accurate estimate.
2. You may complete this training online. If you choose to do so, you may instead attend a live class in person (class locations and scheduling vary).

The instructors provided by the Society of Certified Senior Advisors for the course may change, but a current list is available at <http://www.csa.us/educationandtraining/instructors/>. You are responsible for all costs and expenses relating to your CSA certification, including the cost of the course and Travel Expenses you incur to

attend the course or a proctored exam, including any costs you incur to retake the exam if you do not pass on your first attempt. You and any of your personnel we designate must maintain a CSA certification throughout the term of your Franchise Agreement and you are responsible for any costs associated with ongoing recertification training.

Dementia Care Certification Course

Within 3 months after opening, you must complete and achieve a Dementia Care Education (“DCE”) certification through the Dementia Care Education. The DCE course and certification focuses on helping professionals understand the complexity of dementia. The intent of the DCE certification is to give credibility to your Business and provide you with the confidence you need to compete in this industry.

The course can be taken in a classroom or on-line setting. The classroom training is 1.5 days with the exam on the afternoon of the 2nd day. Currently the initial fee for 1 attendee is included in the business set-up fee you pay to us. The fee for additional participants is \$125 per person. Below is a description of the course:

DCE CERTIFICATION COURSE			
SUBJECT	HOURS OF CLASSROOM OR ONLINE TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Dementia Care Education Basic Curriculum & Assessment Tool	12	0	Classroom or Online

You and any of your personnel we designate must maintain a DCE certification throughout the term of your Franchise Agreement and you are responsible for any costs associated with ongoing recertification training (currently \$99 plus \$25 administrative fee).

Instructors

Training is provided by our corporate trainers, Steve Jesus and Kelly Askamit. Steve has been with us since June 2025. Before joining our system, he served as a coach and trainer in the senior/elder care space for numerous brands. He has a total of 12 years of experience in the elder/senior field and 32 years of experience in the healthcare field. Kelly has been with us since April 2025. She has a total of 18 years of experience in franchise leadership and a total of 5 years of experience in the elder/senior field.

CSA and DCE certification training are conducted by unaffiliated industry organizations (not our instructors).

Ongoing Training

Within the first 12 months after you open your Business, we will send a representative to your Territory to provide 2 days of onsite training and assistance. As part of this informal training program, our representative will monitor and evaluate your operations, provide you with suggestions for improvement and answer questions from you and your staff. We only provide this onsite training and assistance for the 1st franchised territory you purchase. We reserve the right in our sole discretion to designate a substitute training or coaching program if we believe it would be more appropriate for your success and/or to postpone this training to take place at a date that is more than 12 months after you open your Business.

From time to time, we may require that your Responsible Owner and high-level managers attend system-wide refresher or additional training courses. Attendance is required, but we will not require attendance at more than 1 system-wide refresher or additional training course during any 12-month period.

If you appoint a new Responsible Owner or high-level manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Business.

You may request that we provide additional training or support beyond what we are required to provide under the Franchise Agreement. For example, you may request that we assist you in negotiating a Marketing Agreement with a Senior Community.

You may also request that we provide onsite training or assistance in your Territory. We are not required to provide this additional training.

We also operate a series of structured coaching/training programs designed to help new and experienced

franchisees improve their overall performance. You may be asked to participate in one or more of these programs based on your performance. In some instances, we may charge you a training fee for participation (the fee varies depending on whether the program is conducted onsite or at our headquarters as discussed in the Section below.

Training Fees and Costs

You must pay us a \$10,000 business set-up fee which covers, among other things: (a) a pre-opening initial training program we conduct for your Responsible Owner and high-level managers; and (b) a 2-day onsite training program we conduct in your Territory within 12 months after you open (or any substitute training or coaching program we feel would be more conducive to your success). We may charge you a training fee of up to \$750 per person per day (subject to increase by up to 10% per year) for each person who attends: (a) refresher or supplemental training; (b) retraining (after failing a prior attempt); (c) initial training after you open (e.g., new Responsible Owner); (d) remedial training; or (e) additional training you request. You must also reimburse our Travel Expenses for onsite training or assistance.

You must pay the fee charged by the organization providing the CSA certification course at the time you sign up (currently ranges from \$990 to \$1,090 depending on whether you choose the online or classroom course).

You are responsible for all wages and Travel Expenses that you and your trainees incur for training.

Site Development (§7.1 & 7.2)

Assisted Living Locators is a home-based business. We do not impose any standards or have any requirements for your home office.

We do not anticipate that many franchisees will purchase or lease separate commercial office space for purposes of operating the business. However, a few of our franchisees have elected to do so. If you choose to utilize separate commercial office space, we do not impose any standards or specifications except that it must present a professional appearance and must be located in your Territory. You do not need our approval of your office location or your lease. There are no restrictions on your ability to relocate your office within your Territory. We do not select the site for your office and we do not purchase the premises and lease it to you.

Most of your business activities will be conducted from your vehicle. Because safety is of the utmost importance to our brand, we may require that you attend a driver's safety course of our choosing at your cost if we receive complaints regarding unsafe driving by you or your employees. At all times, the Responsible Owner (and each other person driving clients) must hold a valid driver's license.

Computer System (§11.11, 11.12, 11.13, 16.3 & 17.1)

You must purchase and use all Technology Systems we designate from time to time. Our current Technology Systems consist of the following items:

- Scanner/Fax/Copier
- High Speed Internet Connection
- Smart Phone (with capability to identify business calls)
- Desktop, Laptop or Tablet
- Internet Fax Program (Efax, MyFax or equivalent)
- Quickbooks (online version)
- CRM business management database
- Google Workspace
- Phone system
- Current Version of Microsoft Office (or equivalent)

You may already have these items, other than CRM. If you do not have any of them, we estimate your cost to purchase the Technology Systems will range from \$1,000 to \$3,000 (excluding the \$495 one-time initial setup fee for CRM). We may change the components of the Technology Systems from time to time, including your

computer system.

You will use your computer system to access and utilize CRM and communicate with us, your clients and your employees electronically. You must license and utilize CRM which serves as the business management database. You will use this program to:

- manage and store data about clients, Senior Communities, Referral Sources and Senior Care Providers
- invoice Senior Communities for placements
- track and report client leads, placements and Gross Invoiced Revenue

CRM will serve as your business database. You must follow all policies and procedures in the Manual with respect to the use of CRM and your entry of data. You must enter all new clients into the database by the next business day regardless of how you obtained the referral and regardless of whether the outcome is predetermined.

CRM will collect data regarding your clients (prospective leads and existing clients), Senior Communities, Referral Sources, Senior Care Providers, placements, fees and other operational data. We will have independent unlimited access to all data entered into CRM and there are no contractual limits imposed on our access.

You must pay us a \$495 one-time initial setup fee for CRM and an ongoing monthly fee of \$250 per month (\$3,000 per year), which includes a license for up to 4 users. If you have more than 4 users, you must pay us an additional \$250 per month that covers a maximum of 4 additional users. We may increase the CRM monthly licensing fee on an annual basis (up to a maximum of \$750 per month per block of 4 users). The monthly licensing fee is included as part of your technology fee. In exchange for the monthly fee, we will include all required maintenance, support and updates for CRM. Your Responsible Owner, and all of your other managers and employees that we designate, must sign the CRM User Agreement and Privacy Policy that is attached to this Disclosure Document as EXHIBIT "G"-3.

You must license Google Workspace accounts from us. The cost of each Google Workspace account is currently \$30 per account per month (\$360 per year). We expect most franchisees will need 2 accounts. Google Workspace is a collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts. You must exclusively use the email addresses provided through the Google Workspace platform for all communications with us, clients, Senior Communities, Referral Sources, Senior Care Providers, suppliers and other persons relating to your Business. You may not use any email address provided through the Google Workspace platform for any purpose unrelated to your Business. We will own the email addresses and the account (with the right to monitor the communications) but will allow you to use them during the term of your franchise. We reserve the right to substitute different third party providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

Except as otherwise disclosed above, neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your Technology Systems. We are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your Technology Systems. However, we strongly recommend that you purchase a maintenance and support contract for your computer that would cover any necessary repairs or other technical issues that could disrupt your Business operations. Since you may purchase any type of computer that you desire, we do not know the cost of any associated maintenance and support contract that might be available for you to purchase. However, in most cases we would expect the annual cost to range from \$150 to \$250 for a typical computer.

You must maintain your Technology Systems in good working order at your cost. During the term of your franchise, you may be required to upgrade or update your Technology Systems to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades. We will have independent access to the data collected on your computer system as well as all information in the facility database that we license to you. You must grant permission for us to link your QuickBooks Online account to our master QuickBooks Online account. We will have full and independent access to all information you enter into your QuickBooks Online account and we may retrieve, download, analyze and store this information and data at any time and for any purpose.

As discussed in Item 6, you pay us a technology fee for certain software, technology and related services that we provide. As of the issuance date of this Disclosure Document, our current technology fee includes the following:

TECHNOLOGY FEES*			
Product or Software	Description of Licensed Product or Software	Initial Fee	Ongoing Fee
CRM	Our proprietary business management software you will use to operate your Business	\$495 initial setup fee (due when you sign Franchise Agreement)	\$250 per month for each block of 4 user licenses (due on 1 st day of month)
Google Workspace (formerly known as "G Suite")	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	\$30 per month per account (due on 1 st day of month)

* All of the fees described in the table above comprise our current "technology fee". We anticipate most franchisees will require 1 block license for CRM and 2 Google Workspace accounts. These fees are subject to increase up to a maximum of \$750 per month per block of 4 users.

Brand and System Development Fund (§10.1)

We administer a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our discretion:

- developing, distributing or administering advertising and marketing materials and programs
- conducting and administering promotions, contests or giveaways
- public and consumer relations and publicity
- brand development
- sponsorships and charitable and nonprofit donations and events
- research and development of technology, products and services
- website development and search engine optimization
- development, maintenance and promotion of an ecommerce platform
- development and implementation of quality control programs
- conducting market research
- changes and improvements to the System
- fees and expenses charged by advertising agencies we engage to provide marketing services
- collecting and accounting for brand fund fees and preparing financial accountings of the brand fund
- any other programs or activities we deem appropriate to promote or improve the System
- reimbursing us for administrative, overhead and other expenses we incur to administer the brand fund, including compensation paid to our personnel for time spent working on Brand Fund matters

We direct and have complete control and discretion over all advertising programs paid for by the fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used. The fund will not be used to pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity. We are not required to spend any amount of money from the fund on advertising in your Territory.

On a monthly basis, you must pay us a brand fund fee equal to the greater of (a) 2% of Gross Invoiced Revenue or (b) the minimum brand fund contribution (up to \$500 per month, but currently \$300 per month). At this time, we do not apply the minimum brand fund contribution on a "per territory" basis for franchisees that own multiple franchised territories.

We have no obligation to expend our own funds or resources for any marketing activities in your area. Under current policy, however, company-owned ALL Businesses contribute to the brand fund on the same basis as

franchisees. However, we may change this policy at any time, in which case company-owned ALL Businesses need not contribute to the brand fund.

All monies deposited into the brand fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies may be invested and we may lend money if there is a deficit. An unaudited financial accounting of Brand Fund contributions and expenditures will be prepared annually and made available to you upon request. During the fiscal year ended December 31, 2025 we spent the marketing funds in the following manner:

Allocation of Marketing Expenditures (2025)				
Use of Funds	Production	Media Placement	Administrative Expenses	Other
Allocation	2%	61%	37%	0%

The fund is not a trust. We have no fiduciary obligations or liability to you with respect to our administration of the fund. We may discontinue the brand fund on 30 days' notice.

Local Advertising (§10.2 & 10.3)

You must participate, at your own expense, in all advertising, promotional and marketing programs we require.

At the time you sign the Franchise Agreement, you must pay us:

1. a \$10,000 business set-up fee which covers, among other things: (a) setting up a microsite to promote your Business, which will be linked to our corporate website; and (b) setting up your social media platforms; and
2. a \$3,000 initial marketing fee that we use to pay for your initial supply of marketing materials and to market and promote your Business prior to opening and during the 60-day period after your sign the Franchise Agreement (these marketing activities may include: preparing lists of Senior Communities and Referral Sources for you to contact; issuing press releases; and developing a marketing plan for your Territory).

You are not required to spend any additional money on pre-opening marketing beyond the business set-up fee and initial marketing fee. Except for the business set-up fee and initial marketing fee described above, we are not required to spend any amount of money on advertising in your Territory.

Starting the 2nd full month after opening you must spend an amount equal to or greater than the Local Marketing Commitment on local advertising. The Local Marketing Commitment is \$1,000 per month (for month 2 through month 5 after your opening date) and \$500 per month (for the rest of the term of your Franchise Agreement). We may increase the Local Marketing Commitment up to 10% per year upon 30 days' notice.

Once your initial supply of marketing materials has been used, you may purchase additional advertising and marketing materials from us at our then-current pricing. We may use the marketing fees and/or brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third-party suppliers who will create the advertising or marketing materials for your purchase. You may create advertising for your own use, provided we approve it in advance. You may not use any advertising materials that we have not approved. We will provide reasonable marketing consulting, guidance and support throughout the franchise term on an as needed basis.

You are encouraged to market your Business through approved social media channels, subject to the following requirements:

- you may only conduct social media utilizing the social media platforms that we approve
- you must strictly comply with our then-current social media policy
- you must immediately remove any post we disapprove (even if it complies with our social media policy)
- we may require that you utilize a supplier we designate for social media marketing services
- we will own the social media account but allow you to use it during the term of your franchise

We have established a corporate website (www.assistedlivinglocators.com) that will include a zip locator and a

link to your microsite. Your microsite will include information relating to your specific business location and select content that we provide on our website. We reserve the right to discontinue our website and/or your microsite at any time upon 30 days' prior notice to you (we do not need to provide prior notice if you are in default), in which case we have no obligation to compensate you or refund any fees to you. Any electronic or digital marketing you conduct must be conducted through an approved or designated supplier or must be reviewed and approved by us in advance.

Except to the extent provided above, you may not, without our prior approval:

- develop, host, create or otherwise maintain a website or other online or digital presence relating to your Business, including any website bearing any of our Marks
- establish a Google My Business account, or similar permanent web accounts, utilizing any of our Marks (including in conjunction with your Territory name) (if we permit this, we must be named an administrator on the account)
- conduct digital or online advertising or engage in ecommerce
- utilize social media to conduct advertising or marketing

You are not required to participate in an advertising cooperative. However, on occasion franchisees do pool funds together on a voluntary basis to purchase regional advertising. We do not have a franchisee advertising counsel to advise us on advertising and similar matters. However, the franchise advisory council (discussed below) may provide non-binding input on marketing matters.

Franchise Advisory Council (§13)

We have established a Franchise Advisory Council (the “FAC”) to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider all FAC suggestions in good faith but are not bound by them. The FAC has been established and operates according to rules and regulations set forth in the FAC Bylaws, including procedures governing the selection of representatives of the FAC to communicate with us on matters raised by the FAC. Under current FAC Bylaws, the FAC is composed of 6 franchisee representatives (1 from each designated geographic region) and 1 representative from the franchisor to serve as a facilitator. Each representative is voted in by franchisees in the applicable region and serves a 2-year term (except 3 of the 6 original FAC representatives will serve a 1-year term to allow for a staggered transition of new representatives each year). All franchisees in good standing with us are eligible to be selected as a representative. All franchisees in good standing may cast 1 vote on all matters on which franchisees are authorized to vote, regardless of the number of franchises or territories owned by the franchisee. The FAC bylaws may be amended from time to time by the majority vote of the then-current representatives and corporate facilitator in attendance at the FAC meeting. Except to the extent restricted by the then-current FAC Bylaws: (a) any ALL Business operated by us or our affiliate may serve as a representative on the FAC and vote on all matters for which other franchisees in the region may vote; and (b) we reserve the right to change or dissolve the FAC. However, under current FAC Bylaws only franchisees may serve as representatives and vote and we may not change or dissolve the FAC except through the amendment process established in the Bylaws.

Opening (§7.3)

We expect most franchisees will open their ALL Business within 2 months after signing the Franchise Agreement. Factors that may affect this time include: identification of a suitable location; securing financing; completion of training; obtaining insurance; obtaining required licenses, permits and bonding; and complying with local laws and regulations. You may not open your Business prior to receipt of Certificate of Completion of Training from us. Your Business is “open” at the time we issue the Certificate of Completion of Training.

ITEM 12 TERRITORY

Location of Your Business

The Franchise Agreement grants you the right to operate a single ALL Business solely within the Territory we designate. You may operate your Business from a home office or you may choose to operate from separate commercial office space. If you operate from a separate commercial office, your office must be located in your Territory. You may relocate your office anywhere within your Territory without our approval, but you must

notify us of the relocation in advance. If you operate from a home office, there are no restrictions on the location of your office or your ability to relocate. You do not need our approval of the location of your office.

If you operate from a home office and your home is not located in your Territory, you must provide a physical business address in your Territory. This address must be a physical location, must not be a PO Box or mailbox in a remote location, and must be precise to ensure customers can locate the business.

Your Territory

We will grant you a Territory that includes one or more adjacent zip codes (as determined by the United States Postal Service). In determining zip codes for a territory, we consider the following criteria:

- the total number of assisted living properties, senior retirement apartments, hospitals, nursing homes and rehabilitation centers in the area (most territories include approximately 75 of these properties, but some include less)
- economic and demographic information, including total population (most territories include a population between 300,000 and 500,000, but some include less)

There is no minimum sized territory. The boundaries of your Territory will be described in ATTACHMENT "A" to the Franchise Agreement at least 7 days before you sign it.

Territorial Protections

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.

Although we do not grant exclusive territories, we do grant you the territorial protections discussed below.

A. Marketing Agreements

We will not enter into, or authorize any other ALL Business to enter into, a Marketing Agreement with any Senior Community located in your Territory, except as otherwise permitted below with respect to Regional Accounts and Acquisitions (each defined below). If we entered into a Marketing Agreement with a Senior Community in your Territory before you sign the Franchise Agreement, we will assign the Marketing Agreement to you when you open (unless the Marketing Agreement is associated with a Regional Account).

B. Targeted Marketing

We will not engage in, or authorize any other ALL Business to engage in, "Targeted Marketing" within your Territory, except as otherwise permitted below with respect to Acquisitions. "Targeted Marketing" is any advertising or marketing that is directed into a specific territory for the primary purpose of soliciting clients, Senior Communities and/or Referral Sources within that territory. Examples include:

- direct mail that is intended to be distributed to addresses located within a given territory
- telephone calls made to persons or businesses known to reside or be located within a given territory
- television or radio advertising intended to be published or played within a given territory
- advertising in a newspaper, magazine or other publication distributed to subscribers residing within a given territory
- social media marketing intended to be delivered to computers, smart phones or other digital devices within a given territory
- direct face-to-face marketing conducted from any physical location within a given territory, such as being an exhibitor at an expo that takes place within the territory

Marketing and advertising that is distributed, circulated or received within both the territory of the person engaging in the advertising as well as the territory of another ALL Businesses is not deemed to be "Targeted Marketing" if: (a) the person engaging in the advertising uses reasonable efforts to limit circulation or distribution to areas within that person's territory; and (b) the majority of the recipients of the advertising are located within the territory of the person engaging in the advertising and there is only incidental circulation or distribution outside of that person's territory. Targeted Marketing also does not include any marketing we conduct as part of our administration of the brand and system development fund or other system-wide marketing

or advertising efforts. The Manual may include more details describing the circumstances in which advertising or marketing is deemed to be “Targeted Marketing”.

Other ALL Businesses are free to contract with clients, Referral Sources and Senior Care Providers that are located or reside within your Territory as long as they did not solicit the clients, Referral Sources or Senior Care Providers utilizing Targeted Marketing within your Territory (unless you previously authorized them to engage in the Targeted Marketing).

C. Placements

We will not place, or authorize any other ALL Business to place, clients with Senior Communities that are located in your Territory except as otherwise permitted below with respect to Regional Accounts, Acquisitions and our Referral Program.

Limitations on Your Territorial Protections

We and our affiliates reserve all rights not expressly granted to you under the Franchise Agreement. Your territorial rights and protections described above are subject to the following exceptions and limitations:

A. Regional Accounts

A “Regional Account” is a Senior Community that has facilities located within multiple territories. We have the exclusive right to enter into Marketing Agreements with Regional Accounts, including Regional Accounts with 1 or more Senior Communities in your Territory. You may not enter into a Marketing Agreement with a Regional Account without our prior written consent, which we may withhold in our sole discretion.

If you enter into a Marketing Agreement with a Senior Community that (at the time of contracting) only has facilities within your Territory but subsequently opens additional facilities in 1 or more territories owned by other ALL Businesses, we reserve the right to take any of the following actions in our sole discretion:

- (a) Negotiate and enter into a new Marketing Agreement with the Senior Community and convert them to a Regional Account (our Marketing Agreement would be substituted for your Marketing Agreement). If we convert the Senior Community to a Regional Account, we may negotiate an alternative fee structure, but we will attempt to retain any favorable fee structure you negotiated under your original Marketing Agreement for future placements made in your Territory.
- (b) Limit the scope of your Marketing Agreement to Senior Communities located within your Territory and allow other ALL Businesses to negotiate and enter into separate Marketing Agreements for Senior Communities located in their territories.
- (c) Allow you to retain the Marketing Agreement and manage the relationship as a Regional Account, in which case any placements made at Senior Communities that are part of the Regional Account but located outside of your Territory will be governed by the terms of our Referral Program. At any time, we may revoke our authorization for you to manage the Regional Account and either: (i) transition the Regional Account to us (in accordance with clause (a) above); or (ii) require separate Marketing Agreements with each ALL Business that owns a territory in which 1 or more of the Senior Communities are located (in accordance with clause (b) above).

When you place a client with a Senior Community that is located in your Territory but is part of a Regional Account owned by us, we will either collect the placement fee and remit 100% of the proceeds to you (but only if you cooperate with us and assist the client with the placement) or we may allow you to directly invoice and collect the placement fee (depending on the preference of the Senior Community). However, we reserve the right to treat these placements as part of our Referral Program and split the placement fee with you in accordance with the Referral Program fee sharing provisions (although we have never done so).

B. Referral Program

Other ALL Businesses may place clients with Senior Communities located in your Territory through our Referral Program. The ALL Business that establishes the initial relationship with the client is referred to as the “Referring Owner” and the ALL Business that owns the territory in which the Senior Community is located is referred to as the “Territory Owner”.

In order for the Referring Owner to place a client with a Senior Community located in the territory of the Territory Owner, the Referring Owner must first notify the Territory Owner of the possible placement. This notice must be in the form and include all information prescribed by the Manual. Upon receipt of this notice, the Referring Owner must elect to either:

- (a) provide the placement services utilizing the information provided by the Territory Owner regarding the Senior Community; or
- (b) turn the client over to the Territory Owner and allow the Territory Owner to provide the placement services.

In both situations, only the Territory Owner can collect the placement fee from the Senior Community (unless the Territory Owner transfers billing responsibility to the Referring Owner). Once the placement is complete, the Territory Owner will collect the placement fee and split the fee as follows: (a) 70% is kept by the Referring Owner; and (b) 30% is kept by the Territory Owner. The Referring Owner and Territory Owner may agree upon a different fee split based upon the respective services provided by each party, but any different fee split must be agreed upon in writing before the placement occurs.

ALL Businesses must cooperate with each other relating to placements made through the Referral Program. If the Referring Owner elects to turn the client over to the Territory Owner for placement services, but the Territory Owner is unable or refuses to provide the services, we may provide the placement services. If this occurs, the Territory Owner must collect the placement fee from the Senior Community and immediately remit the entire fee to us. We will then pay 30% of the fee to the Referring Owner and keep the rest. Failure to cooperate with another ALL Business relating to a placement under the Referral Program is a default under the Franchise Agreement.

Details of the Referral Program are contained in the Manual. We can modify the Referral Program at any time. However, we will not modify the fee split unless 51% of all participating ALL Businesses vote in favor of the modification. A “participating” ALL Business is any ALL Business (including any ALL Business owned by us or our affiliates) that actually casts a vote at the time and in the manner we establish for the vote. Each ALL Business is entitled to 1 vote, regardless of how many franchises and/or territories are owned and operated by the owner of that business (either directly or through affiliated entities).

C. Acquisitions

We and our affiliates reserve the right to acquire, or be acquired by, another business or chain that may sell competitive or identical goods or services (in either case, an “Acquisition”), and those businesses may be converted into ALL Businesses operating under the Marks. Any such acquired or converted ALL Business may be located within your Territory and engage in any and all activities within your Territory that you are authorized to conduct. You will not be entitled to any compensation for placements made, or other goods or services sold, by any such acquired or converted ALL Business within your Territory, except you will receive a split of any placement fee involving a placement made with a Senior Community with whom you have entered into a Marketing Agreement (any such placement would be governed by the terms of our Referral Program). Additionally, we and our affiliates reserve the right to merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which businesses may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services the same as, similar to, or different from those offered by your ALL Business inside or outside your Territory.

D. Additional Franchises

We reserve the right to develop and operate and grant rights, franchises and licenses to others to develop and operate ALL Businesses under the Marks on any terms and conditions that we in our sole discretion deem appropriate provided that we comply with the Territorial Protections set forth above.

Alternative Channels of Distribution

Although we do not currently do so, we and our affiliates reserve the right to sell, or license others to sell, competitive or identical goods or services (under the Marks or different trademarks) through alternative channels of distribution (such as through the Internet, catalog sales, telemarketing or other direct marketing), including within your Territory. You are not entitled to any compensation for sales that take place through

alternative channels of distribution.

Restrictions on Your Sales and Marketing Activities

Unless we provide our written approval, you may not market or sell goods or services through alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing) either within or outside your Territory.

You may not place a client with a Senior Community located in a territory owned by another ALL Business except in compliance with our Referral Program.

Your advertising and marketing must be primarily directed within your Territory. You may not engage in any Targeted Marketing within a territory owned by another ALL Business without first obtaining written approval from the territory owner.

You may engage in Targeted Marketing to solicit clients, Senior Communities and Referral Sources within areas outside your Territory (an “Expansion Territory”) only if each of the following conditions is met:

- the Expansion Territory is adjacent to your Territory
- no portion of the Expansion Territory is included within a territory owned by another ALL Business
- you are reasonably capable of consistently providing placement services in the Expansion Territory in accordance with our standards, policies and procedures

You have no territorial rights or protections whatsoever with respect to an Expansion Territory. We may revoke your authorization to conduct Targeted Marketing within an Expansion Territory at any time for any reason (or for no reason). If we revoke our authorization, you must: (a) immediately discontinue all Targeted Marketing within the Expansion Territory; and (b) upon request, assign any Marketing Agreements you entered into with Senior Communities located in the Expansion Territory either to us or to another ALL Business we designate.

You may not enter into Marketing Agreements with Senior Communities located outside your Territory without our prior written approval. If we allow you to do so, you must agree to any conditions we impose and our approval will be limited to adjacent territories that are not owned by another ALL Business. We may revoke our authorization at any time in our sole discretion. If you sign a Marketing Agreement with a Senior Community located in an area outside your Territory that subsequently becomes part of a territory owned by another ALL Business: (a) you must assign the Marketing Agreement to that ALL Business (and assist with transitioning the associated account to the new ALL Business); and (b) you may not engage in any further placements involving that Senior Community following the date that the new ALL Business commences operations (which is deemed to be the date of completion of initial training for new franchisees) except under the terms of our Referral Program.

You may contract with a client that resides in a territory owned by another ALL Business as long as you do not acquire the client as a result of Targeted Marketing you conduct in that territory. For example, you may contract with a client that resides in a territory owned by another ALL Business if:

- you solicit the client or the client’s family within your Territory
- the client is referred to you by one of your other clients or a third person not associated with you
- we refer the client to you
- another ALL Business refers the client to you
- you obtain the client while located within the other territory as long as the client is obtained through incidental activities and not through Targeted Marketing

Your marketing activities are also subject to the additional restrictions described in Item 11 under the Section entitled “Local Advertising”. There are no other restrictions on your right to solicit clients, Senior Communities, Referral Sources or Senior Care Providers, whether from inside or outside of your Territory.

Minimum Performance Requirements

Commencing with the 1st anniversary of your opening date, you must complete at least 18 new client placements during each 6-month period (the “Minimum Placement Criteria”). If you fail to achieve the Minimum Placement

Criteria we may elect to: (a) reduce the size of your Territory; (b) eliminate your territorial rights and protections; or (c) terminate the Franchise Agreement. Your territorial protections do not depend on achieving any other sales volume, market penetration, or other contingency.

Additional Franchises and Territories

We do not grant options, rights of first refusal or similar rights to acquire additional territories or franchises.

Competitive Businesses Under Different Marks

Neither we nor our affiliates currently intend to operate or franchise another business under a different trademark that sells products or services similar to MB Services but we reserve the right to do so.

ITEM 13 TRADEMARKS

Our affiliate ALL Licensing, LLC ("ALL Licensing") owns the following Marks that are registered with the United States Patent and Trademark Office (USPTO):

REGISTERED MARKS			
Mark	Registration Number	Registration Date (Renewal Date)	Register (Principal or Supplemental)
ASSISTED LIVING LOCATORS	3263817	July 10, 2007 (November 28, 2016)	Supplemental
ASSISTED LIVING LOCATORS	4699430	March 10, 2015 (June 25, 2024)	Principal
MATCHING SENIORS WITH CARING PROVIDERS FOR OVER A DECADE	5077408	November 8, 2016 (November 7, 2023)	Principal
ASSISTED LIVING LOCATORS	6075037	June 9, 2020	Principal
	3292322	September 11, 2007 (November 28, 2016)	Principal
	4930127	April 5, 2016 (September 20, 2022)	Principal
	6091748	June 30, 2020	Principal
	6091747	June 30, 2020	Principal
	6091746	June 30, 2020	Principal
	6091745	June 30, 2020	Principal
	7949583	September 16, 2025	Principal

All required affidavits have been filed and all required renewals for the trademark registrations listed above have

been obtained.

We may change the trademarks you may use from time to time, including by discontinuing use of the Marks listed in this Item 13. If this happens, we will reimburse you for your tangible costs of compliance (e.g., changing brochures, business cards, etc.). We have no other liability to you for changing the Marks.

You must notify us immediately if you discover an infringing use (or challenge to your use) of the Marks. We will take the action we deem appropriate. We are not required to take any action if we do not feel it is warranted. You may not control any proceeding or litigation involving our Marks. The Franchise Agreement does not require that we: (a) protect your right to use the Marks; (b) protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (c) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our Marks or if the proceeding is resolved in a manner unfavorable to you.

There are currently no: (a) effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; (c) pending material litigation matters involving any of the Marks; or (d) infringing uses we are aware of that could materially affect your use of the Marks.

On May 4, 2020, we and ALL Licensing signed a License Agreement (the “License Agreement”) granting us the right to use and sublicense the Marks to franchisees. The License Agreement term automatically renews annually unless terminated in accordance with its terms. ALL Licensing may terminate the License Agreement only if we: (a) declare bankruptcy or become insolvent; (b) breach ALL Licensing’s quality control standards and fail to cure within a 60-day cure period; or (c) consent to the termination. If the License Agreement terminates, all sublicenses granted to franchisees prior to the termination date remain in effect until the franchise agreement expires or terminates. No other agreements limit our right to use or sublicense the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

Although we have not filed an application for copyright registration for our Manual, website, proprietary software/technology or marketing materials, we do claim a copyright to these items.

During the term of your Franchise Agreement, we allow you to use our proprietary information relating to the development, marketing and operation your Business, including, methods, techniques, assessments, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. We own all ideas, improvements, inventions, marketing materials and other concepts you develop relating to an ALL Business. We also own all business records regarding your Business operations, including data regarding your clients, Senior Communities, Referral Sources and Senior Care Providers. These business records and data are confidential and proprietary. We license you the right to use these business records and data during the term of your Franchise Agreement. You must comply with all applicable data protection laws and our data processing and data privacy policies in the Manual.

We provide access to our confidential information through the Manual, training programs and other periodic support and guidance. You may use this information solely for purposes of developing, marketing and operating your Business in compliance with the Franchise Agreement and Manual. All information in the Manual is confidential. You may not disclose our confidential information to anyone other than your employees, on a need-to-know basis, without our prior permission. All your employees and representatives must sign the Confidentiality Agreement attached to the Franchise Agreement before you give them access to our confidential information.

You must promptly notify us if you discover an unauthorized use of our proprietary information or copyrighted materials. We are not required to act, but will respond as we deem appropriate. You may not control any proceeding or litigation involving allegations of unauthorized use of our proprietary information or copyrighted materials. We have no obligation to indemnify you for any expenses or damages you incur as a result of any such proceeding or litigation. There are no infringements known to us at this time.

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

You must designate an owner who will be primarily responsible for the daily management and supervision of the Business (the “Responsible Owner”). The Responsible Owner must: (a) be approved by us; (b) successfully complete all training programs we require; (c) dedicate full-time efforts to the Business; and (d) at all times hold at least a 20% ownership interest in the business. We do not require that any owners (other than the Responsible Owner) personally participate in the management or operation of your Business. If you are an entity, each owner (i.e., each person holding a direct or indirect ownership interest in the entity) and the spouse of each owner must sign the Owner Agreement attached to the Franchise Agreement.

You may hire managers to assist the Responsible Owner with the daily management and supervision of your Business. Any person you hire as a manager must successfully complete all training programs we require and sign a Confidentiality Agreement. At all times, the Responsible Owner must supervise each manager to ensure the Business is operated in accordance with the Franchise Agreement and Manual. The Responsible Owner must remain actively involved with the management and supervision of the Business on a full-time basis even if you hire managers. We do not require that your managers own an equity interest in the franchise.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services you offer or sell. You must offer all goods and services we require. You may not offer, sell or provide any goods or services we have disapproved. We may change the goods and services you offer, sell and provide at any time and you must comply with the change.

Except as we may otherwise approve, you may only enter into Marketing Agreements with Senior Communities located in your Territory. You may not contract with clients that reside outside of your Territory except as otherwise provided in Item 12 of this Disclosure Document in the Section entitled “Restrictions on Your Sales and Marketing Activities.” You may not place clients with Senior Communities located within a territory owned by another ALL Business except in compliance with our Referral Program.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTION IN AGREEMENT	SUMMARY
a. Length of the franchise term	§4.1	Term is equal to 10 years.
b. Renewal or extension of the term	§4.1 & 4.2	You do not have the contractual right to renew (subject to state law). If we offer you the right to renew, the renewal term will be 10 years.
c. Requirements for you to renew or extend	§4.1 & 4.2	If we decide to offer you the right to renew (or if mandated by state law), then in order to renew you must: not be in default; give us timely notice; sign then-current form of franchise agreement; sign general release (subject to state law); and pay renewal fee (subject to state law). If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.
d. Termination by you	§21.1	You can terminate if we default and fail to timely cure.
e. Termination by us without cause	§21.3	We can terminate without cause if you provide your written consent.
f. Termination by us with cause	§21.2	We can terminate if you default.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTION IN AGREEMENT	SUMMARY
g. “Cause” defined - curable defaults	§21.2	You have the following cure periods: (a) 24 hours for health or safety hazards; (b) 10 days for financial defaults; (c) 20 days for loss of a required license or permit; and (d) 30 days for any other default (other than a default described below under “non-curable defaults”).
h. “Cause” defined - non-curable defaults	§21.2	The following defaults cannot be cured: insolvency, bankruptcy or asset seizure; failure to successfully complete training; failure to open in timely manner; abandonment; certain criminal convictions or administrative enforcement actions; violation of material law; acts that may adversely affect reputation of System or Marks; knowingly maintaining false books or records; material misrepresentation or false report; 2 nd underreporting of Gross Invoiced Revenue by 3% or more; unauthorized Transfers; failing to offer required ALL Services or offering unauthorized services; unauthorized use of intellectual property; failure to notify us of a matter described in §16.6; unauthorized extraterritorial operations; breach of minimum placement criteria, brand protection covenant, legal compliance representation or Owner Agreement; 2 or more default notices in 12-month period; or termination of any other agreement between you (or your affiliate) and us (or our affiliate) due to your default.
i. Your obligations on termination/ non-renewal	§22.1	Obligations include: remove wraps or Marks from vehicles; cease use of intellectual property and CRM; cancel fictitious names; return Manual and branded materials; assign phone numbers, listings, email addresses, domain names, associated/linked pages, websites, etc. (you must sign the Power of Attorney–Telephone and Internet attached as <u>EXHIBIT "G"-5</u> authorizing us to transfer these items); assign Marketing Agreements, Client Agreements and Referral Services Agreements and transition them to us or any ALL Business we designate; assign business records and comply with data retention policies; and provide final accounting and pay amounts due (also see “r”, below). We have the right to collect any revenue owed to you under Marketing Agreements, deduct all amounts owed to us and our affiliates, and pay the balance to you.
j. Assignment of contract by us	§20.1	No restriction on our right to assign.
k. “Transfer” by you – definition	§1 (definition of Transfer) & 20.2	Includes ownership change or transfer of contract or assets.
l. Our approval of transfer by you	§1 (definition of Permitted Transfer), 20.2 & 20.3	You may engage in Permitted Transfers (defined in Note 2 in Item 6) without approval. We must approve other Transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	§20.2	<i>[Permitted Transfers]</i> You must: be compliant with Franchise Agreement; provide corporate documents (if assignee is an entity); and sign general release (subject to state law).
		<i>[Other Transfers]</i> Transferee must: submit Franchise Application; meet our qualifications; successfully complete training (or arrange to do so); obtain required licenses and permits; assume your obligations under Business contracts; and sign then-current form of franchise agreement for remaining term or, at our option, assume your Franchise Agreement. You must: be compliant with Franchise Agreement; pay transfer fee (subject to state law); and sign general release (subject to state law). We must notify you that we will not exercise our right of first refusal.
n. Our right of first refusal to acquire your business	§20.5	We can match any offer for your business.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTION IN AGREEMENT	SUMMARY
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	§20.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other Transfers. We may designate a manager to operate the Business prior to Transfer.
q. Non-competition covenants during the term of the franchise	§15.3	You may not: have any involvement with a competing business (subject to state law); divert business from us or other ALL Businesses; or induce clients, Senior Communities or Referral Sources to cease working with any ALL Business.
r. Non-competition covenants after the franchise is terminated or expires	§15.3 & 22.1	For 2 years you may not: be involved with a competing business that operates in your Territory or a territory assigned to another ALL Business (subject to state law); divert business from us or other ALL Businesses; or induce clients, Senior Communities or Referral Sources to cease working with any ALL Business. You must cease communicating with clients, Senior Communities and Referral Sources except as needed to comply with your post-term obligations.
s. Modification of the agreement	§25.3 & 25.8	We may unilaterally change the Franchise Agreement (to reduce scope of restrictive covenants or conform to state law) and Manual. Other changes require a written agreement signed by both parties.
t. Integration/merger clause	§25.8	Only terms of the Franchise Agreement and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or related agreements is intended to disclaim any representations we made in this Disclosure Document. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the beginning of the franchise relationship has the effect of (a) waiving any claim under applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by us or any franchise seller or other person acting on our behalf. This provision supersedes any other term of any document signed in connection with the franchise.
u. Dispute resolution by arbitration or mediation	§23	Subject to state law, all disputes must be mediated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants or post-term obligations.
v. Choice of forum	§23	Subject to state law, all mediation and litigation must take place in county where we maintain our principal place of business at time dispute arises (currently, Maricopa County, Arizona).
w. Choice of law	§25.1	Subject to state law, Arizona law governs.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Defined Terms

For purposes of this FPR, the following terms have the meanings given to them below:

“Gross Collected Revenue” is the total amount of Gross Invoiced Revenue the ALL Business actually collects. The total Gross Collected Revenue may be materially less than the total Gross Invoiced Revenue.

“Gross Invoiced Revenue” has the same meaning given to the term in Note 2 of Item 6.

“Measuring Period” means the period of time commencing January 1, 2025 and ending December 31, 2025.

“Passive Franchisee” means any franchisee who did not have at least 1 owner actively involved with the management and operation of the ALL Business on a full-time basis throughout the Measuring Period.

“Qualifying Franchisee” means any franchisee who: (a) operated their ALL Business throughout the entire Measuring Period; and (b) is not a Passive Franchisee.

System Statistics

This FPR excludes data from: (a) company-owned ALL Businesses; and (b) Passive Franchisees. In the past, we allowed passive ownership where the franchise owner was not actively involved with the business on a full-time basis and either (a) hired a third-party manager to manage the business or (b) operated the business on a part-time basis while holding another job. We no longer allow passive ownership under our current franchise model. Therefore, we have excluded results from Passive Franchisees since their method of operation is materially different than the franchise offered under this Disclosure Document.

This FPR includes data for all Qualifying Franchisees. As of December 31, 2025, there were 138 open franchisees (with 170 territories), 106 of whom are Qualifying Franchisees. We excluded data for 32 franchisees (with 36 territories) including 11 Passive Franchisees and 21 other franchisees who opened in 2025 and were not open the entire Measuring Period. The table below summarizes the franchisee statistics and the number of Qualifying Franchisees. Each Qualifying Franchisee may be referred to as an “outlet”.

Qualifying Franchisees	2025 Outlet Statistics				Passive Franchisees	Qualifying Franchisees
	Open Jan 1, 2025	Opened in 2025	Closed in 2025	Open Dec 31, 2025		
Franchised	127	21	10	138	11	106

There are no material differences between the operations of the ALL Businesses operated by the Qualifying Franchisees and the franchised business offered under this Disclosure Document.

Subsets

For purposes of this FPR, each franchisee is considered a separate “outlet” even though some franchisees operate multiple territories. The 106 Qualifying Franchisees operate a total of 134 territories as of December 31, 2025. We created the following subsets based on the number of territories owned by Qualifying Franchisees:

Subset	Number of Territories Owned*	Number of Qualifying Franchisees	Total Number of Territories
1	All Franchisees	106	134
2	Franchisees Operating 1 Territory	83	83
3	Franchisees Operating 2 Territories	20	40
4	Franchisees Operating 3 Territories	1	3
5	Franchisees Operating 4 Territories	2	8

* Qualifying Franchisees are assigned to subsets based on the number of territories owned at the end of the Measuring Period. For example, a Qualifying Franchisee who starts the Measuring Period with 2 territories and ends the Measuring Period with 1 territory would be assigned to Subset 2 (Franchisees Operating 1 Territory). If a Qualifying Franchisee changes the number of territories owned during the Measuring Period, we exclude data from each territory that is acquired or closed during the Measuring Period. In other words, we only include data attributable to territories that were open the entire Measuring Period.

Of the 106 Qualifying Franchisees, 4 reduced the number of territories owned during the course of the year, including: (a) 3 Qualifying Franchisees who started the Measuring Period with 2 territories and ended the Measuring Period with 1 territory (these Qualifying Franchisees are assigned to Subset 2); and (b) 1 Qualifying Franchisee who started the Measuring Period with 3 territories and ended the Measuring Period with 2 territories (this Qualifying Franchisee is assigned to Subset 3). In preparing this FPR, we excluded data from all territories closed by Qualifying Franchisees during the Measuring Period.

Of the 106 Qualifying Franchisees, 2 increased the number of territories owned during the course of the year, including: 2 Qualifying Franchisees who started the Measuring Period with 1 territory and ended the Measuring Period with 2 territories (these Qualifying Franchisees are assigned to Subset 3). In preparing this FPR, we excluded data from all territories acquired by Qualifying Franchisees during the Measuring Period.

Financial Performance Representation

The following table presents the Gross Invoiced Revenue generated during the Measuring Period by the qualifying franchisees described above:

2025 GROSS INVOICED REVENUE						
Subset	Qualifying Franchisees	Lowest	Highest	Median	Average	Number & Percent that Achieved/Surpassed Average
Subset 1 (All)	106	\$26,166	\$1,148,504	\$143,806	\$222,762	39 of 106 (36.8%)
Subset 2 (1 Territory)	83	\$26,166	\$957,630	\$139,567	\$198,172	28 of 83 (33.7%)
Subset 3 (2 Territories)	20	\$41,461	\$1,148,504	\$154,904	\$255,403	7 of 20 (35.0%)
Subset 4 (3 Territories)	1	\$732,123	\$732,123	\$732,123	\$732,123	1 of 1 (100.0%)
Subset 5 (4 Territories)	2	\$276,273	\$933,514	\$604,893	\$604,893	1 of 2 (50.0%)

The following table presents the Gross Collected Revenue generated during the Measuring Period by the Qualifying Franchisees described above:

2025 GROSS COLLECTED REVENUE						
Subset	Qualifying Franchisees	Lowest	Highest	Median	Average	Number & Percent that Achieved/Surpassed Average
Subset 1 (All)	106	\$12,038	\$857,682	\$133,967	\$199,852	35 of 106 (33.0%)
Subset 2 (1 Territory)	83	\$12,038	\$832,368	\$128,047	\$180,686	30 of 83 (36.1%)
Subset 3 (2 Territories)	20	\$50,060	\$857,682	\$140,769	\$223,091	8 of 20 (40.0%)
Subset 4 (3 Territories)	1	\$679,166	\$679,166	\$679,166	\$679,166	1 of 1 (100.0%)
Subset 5 (4 Territories)	2	\$224,059	\$737,578	\$480,819	\$480,819	1 of 2 (50.0%)

Notes:

1. Source of Data: We prepared this FPR using data from financial reports submitted by Qualifying Franchisees. The data has not been audited.

2. Historical Results: This FPR reflects the historical results achieved by Qualifying Franchisees.

3. No Expenses. This FPR does not include any expense information.

Some Assisted Living Locators businesses have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Gregory Esgar at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251, (800) 267-7816, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	134	145	+11
	2024	145	161	+16
	2025	161	170	+9
Company-Owned	2023	3	3	0
	2024	3	4	+1
	2025	4	4	0
Total Outlets	2023	137	148	+11
	2024	148	165	+17
	2025	165	174	+9

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
Arizona	2023	1
	2024	4
	2025	0
Florida	2023	2
	2024	1
	2025	1
Georgia	2023	2
	2024	0
	2025	0
Illinois	2023	0
	2024	0
	2025	1
Massachusetts	2023	0
	2024	0
	2025	1

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
Michigan	2023	0
	2024	0
	2025	1
Minnesota	2023	1
	2024	0
	2025	1
North Carolina	2023	0
	2024	1
	2025	0
South Carolina	2023	0
	2024	1
	2025	0
Texas	2023	0
	2024	1
	2025	0
Washington	2023	0
	2024	1
	2025	0
Total	2023	6
	2024	9
	2025	5

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	1	1	0	0	0	0
	2025	0	0	0	0	0	0	0
California	2023	11	2	1	0	0	0	12
	2024	12	5	1	0	0	0	16
	2025	16	3	0	0	0	0	19
Colorado	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
District of Columbia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	1	0	0	0
Florida	2023	14	4	0	0	0	0	18
	2024	18	1	2	0	0	0	17
	2025	17	4	2	0	0	0	19
Georgia	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Idaho	2023	1	0	1	0	0	0	0
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Illinois	2023	2	0	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	1	1	0	0	0	4
Indiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Kansas	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Kentucky	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	4	0	0	0	0	0	4
	2024	4	2	0	0	0	0	6
	2025	6	0	0	1	0	0	5

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Massachusetts	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	1	0	0	0	5
Michigan	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	1	1	1	0	0	9
Minnesota	2023	1	2	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	1	1	0	0	0	5
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	1	1	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Nebraska	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Hampshire	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	5	1	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	2	0	0	0	0	9
New York	2023	2	0	0	0	0	0	2
	2024	2	3	0	0	0	0	5
	2025	5	0	0	0	0	0	5
North Carolina	2023	4	0	1	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	1	0	0	0	0	5
Ohio	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Oregon	2023	3	0	1	0	0	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Tennessee	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Texas	2023	8	1	1	0	0	0	8
	2024	8	0	2	0	0	0	6
	2025	6	6	0	0	0	0	12
Utah	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Virginia	2023	3	0	0	0	0	0	3
	2024	3	2	2	0	0	0	3
	2025	3	0	0	0	0	0	3
Washington	2023	4	0	0	0	0	0	4
	2024	4	2	2	0	0	0	4
	2025	4	0	3	0	0	0	1
Wisconsin	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	1	0	0	0	2
Totals	2023	134	15	4	0	0	0	145
	2024	145	30	13	0	1	0	161
	2025	161	24	12	3	0	0	170

* In some cases, a franchisee may own a territory that encompasses a portion of 2 states. In those situations, we list the outlet within the state in which the majority of the territory (i.e., the largest population) is located.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Georgia	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Oregon	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
Totals	2023	3	0	0	0	0	3
	2024	3	1	0	0	0	4
	2025	4	0	0	0	0	4

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	2	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	2	0
Michigan	0	1	0
New Mexico	0	1	0
North Carolina	0	1	0
Oklahoma	0	1	0
South Carolina	1	1	0
Tennessee	0	1	0
Texas	0	2	0
Washington	0	1	0
Totals	1	15	0

A list of all current Assisted Living Locators franchisees is attached to this Disclosure Document as EXHIBIT "E" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2025. In addition, EXHIBIT "E" (Part B) 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 transferred, 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 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 franchise system.**

In the last 3 fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We have created the following Franchise Advisory Council:

Franchise Advisory Council
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251
(800) 267-7816
Attn: Felicia Sanders
Email: felicia@assistedlivinglocators.com

Except for the Franchise Advisory Council listed above, there are no (a) trademark-specific franchisee

organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Our fiscal year ends on December 31st. Attached to this Disclosure Document as Exhibit F-1 are the audited consolidated financial statements for EHC Holding Company, LLC, our parent, for the fiscal years ended December 31, 2025, December 31, 2024 and December 31, 2023. Our parent, EHC Holding Company, LLC, has guaranteed our performance with you. A copy of the guaranty of performance is attached as Exhibit F-2.

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "C"	Franchise Agreement
EXHIBIT "G"-1	Franchisee Disclosure Questionnaire (Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state)
EXHIBIT "G"-2	General Release
EXHIBIT "G"-3	CRM User Agreement and Privacy Policy
EXHIBIT "G"-4	HIPAA Business Associate Agreement
EXHIBIT "G"-5	Power of Attorney – Telephone and Internet
EXHIBIT "G"-6	Sample Client Contract
EXHIBIT "G"-7	Franchise Resale Agreement
EXHIBIT "H"	State Addenda and Agreement Riders
EXHIBIT "I"	State Effective Dates

Attachments to Franchise Agreement

ATTACHMENT "B"	Form of Referral Network Participation Agreement
ATTACHMENT "C"	Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Confidentiality Agreement

ITEM 23 RECEIPT

EXHIBIT "J" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT "A"
TO DISCLOSURE DOCUMENT
STATE AGENCIES AND ADMINISTRATORS

<u>CALIFORNIA</u> Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 1-866-275-2677 <u>HAWAII</u> Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 <u>Agents for Service of Process:</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 <u>ILLINOIS</u> Illinois Attorney General Chief, Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465 <u>INDIANA</u> Secretary of State Securities Division Room E-018 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360 <u>MICHIGAN</u> Franchise Section Consumer Protection Division 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor Lansing, MI 48913 (517) 335-7567 <u>MINNESOTA</u> Commissioner of Commerce Director of Registration 85 Seventh Place East, #280 St. Paul, Minnesota 55101-3165 (651) 539-1500 <u>NEW YORK</u> New York Attorney General Investor Protection Bureau Franchise Section 28 Liberty Street New York, NY 10005 (212) 416-8222 <u>Agents for Service of Process:</u> New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 <u>NORTH DAKOTA</u> North Dakota Securities Department State Capitol, 5th Floor, Dept 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712 <u>RHODE ISLAND</u> Department of Franchise Regulation 1511 Pontiac Avenue, John O. Pastore Complex, Bldg 69-1 Cranston, Rhode Island 02920 (401) 462-9527	<u>SOUTH DAKOTA</u> Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 <u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 <u>Agents for Service of Process:</u> Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 <u>WASHINGTON</u> Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760 <u>WISCONSIN</u> Department of Financial Institutions Division of Securities 201 W Washington Avenue, Suite 500, Madison, WI 53703 (608) 261-9555
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EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FRANCHISOR'S AGENT FOR SERVICE OF PROCESS

ALL Franchising, LLC
A Delaware limited liability company
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251

In states listed in EXHIBIT "A", the additional agent
for Service of Process is listed in EXHIBIT "A"

EXHIBIT "C"
TO DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

[See Attached]



ASSISTED LIVING LOCATORS FRANCHISE AGREEMENT

FRANCHISEE: _____
DATE: _____

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ATTACHMENTS

ATTACHMENT "A"	Deal Terms
ATTACHMENT "B"	Form of Referral Network Participation Agreement
ATTACHMENT "C"	Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Confidentiality Agreement
ATTACHMENT "F"	Tradename Approval Notice

ASSISTED LIVING LOCATORS FRANCHISE AGREEMENT

This Assisted Living Locators Franchise Agreement (this “Agreement”) is entered into as of _____, 202__ (the “Effective Date”) between ALL Franchising, LLC, a Delaware limited liability company (“we” or “us”) and _____, a(n) _____ (“you”).

1. DEFINITIONS. Capitalized terms not defined above have the meanings given to them below:

“Account” means the checking account you designate from which we deduct fees and other amounts owed to us and our affiliates in accordance with §14.7.

“ACH Agreement” means the ACH Authorization Agreement attached as ATTACHMENT "D".

“Acquisition” means either: (a) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise; or (b) us, or our affiliate or parent, directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

“AI Technology” means an engineered or machine-based system designed to simulate human intelligence that exhibits adaptiveness after deployment and/or generates outputs (e.g., predictions, recommendations or decisions) for a given set of inputs/objectives, including systems employing computation techniques to simulate intelligent behavior or automate complex tasks (e.g., machine learning, deep learning, natural language processing, computer vision, neural networks, generative artificial intelligence, predictive analytics, intelligent automation tools and algorithmic processing systems).

“ALL Business” means any senior placement business we authorize to operate under the Marks and use our System.

“ALL Services” means and includes the various services we periodically designate or approve for ALL Businesses, including those described in §2.

“Anti-Terrorism Law” means Executive Order 13224 issued by the U.S. President (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future Laws addressing or in any way relating to terrorist acts and acts of war.

“Business” means the franchised business you operate pursuant to this Agreement.

“Business Data” means, collectively or individually, Client Data and Operational Data.

“Business Records” means and includes all books, accounts and records that pertain to your Business or include Business Data, including databases (whether in print, electronic or other format) and all data, records and information entered into such databases relating to your Business or Business operations.

“Claim” means any action, allegation, assessment, claim, demand, litigation, proceeding or regulatory procedure, investigation or inquiry.

“Client Data” means and includes all data and information pertaining to a: (a) client (or their family member), including name, address, contact information, date of birth, health information, placement information and any other information collected about such Person; and (b) Senior Community, Referral Source or Senior Service Provider.

“Competing Business” means any business that meets at least one of the following criteria: (a) any business competitive with an ALL Business that assists seniors and their families in locating and evaluating suitable assisted living facilities, memory care communities, nursing homes, senior care homes or independent living senior communities; (b) any business that solicits, offers or sells franchises or licenses for a business that meets the criteria in clause (a) of this definition; and/or (c) any business that services, trains, supports, consults with, advises or otherwise assists any Person with respect to the development, management and/or operation of a business that meets the criteria in clause (a) of this definition. A Competing Business does not include any ALL business operated pursuant to a valid franchise agreement or license agreement with us or our affiliate.

“Confidential Information” means and includes: (a) Know-How; (b) Business Data; (c) information in the Manual or comprising the System; (d) terms of Definitive Agreements and any amendments thereto; and (e) all other concepts, ideas, trade secrets, financial information, marketing strategies, expansion strategies, studies, supplier information, customer information, franchisee information, investor information, flow charts, inventions, mask works, improvements, discoveries, standards, specifications, formulae, recipes, designs, sketches, drawings, policies, processes, procedures, methodologies and techniques, together with analyses, compilations, studies or other documents that are: (i) designated as confidential; (ii) known by you to be considered confidential by us; and/or (iii) reasonably to be considered confidential due to their nature. Confidential Information does not include information that: (a) is now, or subsequently becomes, generally available to the public (except as a result of a breach of confidentiality obligations by you or your Owners, employees or other constituents); (b) you can demonstrate was rightfully possessed by you or an Owner, without obligation of nondisclosure, before we disclosed the information to you or the Owner; (c) is independently developed by you or an Owner without any use of, or reference to, any Confidential Information; or (d) is rightfully obtained from a third party who has the right to transfer or disclose the information to you or an Owner without breaching a confidentiality covenant imposed on such third party.

“Confidentiality Agreement” means the Confidentiality Agreement attached as ATTACHMENT "E".

“Copyrighted Materials” means all copyrightable materials for which we or our affiliate claim or secure common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of an ALL Business.

“CRM” means our designated business management database, whether proprietary or non-proprietary, and including any new, substitute or successor businesses management database we implement in the future.

“Definitive Agreements” means, collectively: (a) this Agreement; (b) any other Franchise Agreement between you (or your affiliate) and us (or our affiliate) for an ALL Business or any other franchised concept; and (c) all ancillary agreements related to any of the foregoing, including Owner Agreements.

“Dispute” means any Claim or dispute between the parties that involves or relates to a Definitive Agreement, the offer or sale of franchise rights or the relationship between the parties.

“Entity” means a corporation, partnership, limited liability company or other form of association.

“Equity Interest” means a direct or indirect ownership or other beneficial interest in a business or Entity.

“Excluded Claim” means any Claim that, according to §23, is not subject to mandatory mediation.

“Force Majeure” means acts or circumstances beyond a party’s control, including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes, provided that: (a) the non-performing party promptly notifies the other party of the Force Majeure event; (b) the non-performing party is without fault and could not have prevented the delay or failure with reasonable precautions; (c) nothing herein excuses or permits delays or failures to pay fees or other amounts owed on the applicable due date; (d) insolvency, lack of required funds or financing, currency fluctuations, currency devaluations, foreign exchange controls or inflation shall never be deemed Force Majeure; and (e) an epidemic or pandemic of a contagious illness or disease, or economic or financial changes caused by an epidemic or pandemic of a contagious illness or disease, shall never be deemed Force Majeure except to the extent a Governmental Authority mandates closure (or prevents the opening) of the ALL Business as a result of such epidemic or pandemic.

“Franchisee Entity” means an Entity that: (a) signs this Agreement as the franchisee (if this Agreement is signed by an Entity); or (b) assumes this Agreement subsequent to its execution by the original Owners.

“General Release” means our then-current form of Waiver and Release of Claims you and your Owners must sign pursuant to §4.2 in connection with a franchise renewal or §20.2 in connection with a Transfer.

“Governmental Authority” means any national, provincial, state, county, local, municipal or other government, or any ministry, department, agency or subdivision thereof, whether administrative or regulatory, or any other body that exercises similar functions, including courts and taxing authorities.

“Gross Collected Revenue” means the total amount of Gross Invoiced Revenue you actually collect.

“Gross Invoiced Revenue” means all gross sums you invoice or charge (regardless of collection) in any way relating to your Business, including revenue from the sale or provision of goods or services, proceeds from business interruption insurance and Referral Fees. With respect to fees generated through our Referral Program, Gross Invoiced Revenue only includes your share of the placement fee that is invoiced. Gross Invoiced Revenue excludes (and you may deduct from Gross Invoiced Revenue): (a) the amount of any placement fee you collect but pay to another ALL Business under our Referral Program (Gross Invoiced Revenue includes your share of the placement fee); (b) sales or use taxes you pay to a Governmental Authority; and (c) the wholesale price you paid for any merchandise or retail items you sell (Gross Invoiced Revenue includes the difference between the retail price you charge and the wholesale price you paid).

“Improvement” means any idea, addition, modification or improvement to the (a) goods or services offered or sold by an ALL Business, (b) method of operation of an ALL Business, (c) processes, systems or procedures utilized by an ALL Business, (d) marketing, advertising or promotional materials, programs or strategies utilized by an ALL Business or (e) trademarks, service marks, logos or other intellectual property utilized by an ALL Business, whether developed by you, an Owner, an employee or any other Person.

“Indemnified Parties” means and includes us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parents, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

“Intellectual Property” means, collectively or individually, the Business Data, Business Records, Copyrighted Materials, Improvements, Know-how, Marks and System.

“Interim Manager” means a Person we designate to temporarily manage your Business pursuant to §8.4.

“Interim Term” means a month-to-month Term extension under the circumstances described in §4.3.

“IP Dispute” means any: (a) actual or suspected infringement of the Intellectual Property; (b) challenge to your use of the Intellectual Property; or (c) claim by any Person, other than us or our affiliate, of any rights in or to the Intellectual Property.

“Know-how” means and includes our (and our affiliates’) trade secrets and other proprietary information relating to the development, marketing or operation of an ALL Business including: methods, techniques and assessments; standards and specifications; policies and procedures; supplier lists and information; data entered into or stored in CRM and/or other databases we maintain or designate in the future; marketing strategies; merchandising strategies; and information comprising the System or included in the Manual.

“Law” means and includes laws, rules, regulations and ordinances as well as judgments, decrees, orders, advisory opinions, directives, interpretive statements and releases issued by Governmental Authorities.

“Licenses” means and includes any and all licenses, permits, certifications, accreditations and other authorizations or approvals that (a) are issued by a Governmental Authority or national accreditation organization and (b) are required Law (or are required by us) for the operation of an ALL Business.

“Local Marketing Commitment” means the minimum amount of money you must spend each month on local advertising and marketing to promote your Business and solicit clients in accordance with §10.3(a).

“Losses” means and includes: costs, expenses, liabilities and financial loss; actual, compensatory, exemplary, punitive and other damages (including damage to reputation or goodwill); fines and penalties; settlement amounts; judgments; attorneys’ fees; experts’ fees; court costs; Travel Expenses and other costs associated with investigating or defending a Claim.

“Management Training” means our then-current franchise operations and management training program.

“Manual” means our Brand Standards Manual described in §11.1 for the operation of an ALL Business.

“Marketing Agreement” means the Referral Network Participation Agreement attached as ATTACHMENT “B”.

“Marks” means and includes all service marks, trademarks, trade names and logos that we designate from time to time and authorize ALL Businesses to use, including ASSISTED LIVING LOCATORS® and the associated logo.

“Minimum Placement Criteria” means the minimum performance requirements described in §12.

“Operational Data” means and includes all data and information pertaining to the operation of your Business including employee data, expense data, financial accounting data and Gross Sales data.

“Owner” means a Person who either: (a) directly signs this Agreement as the franchisee, either alone or in conjunction with one or more other Persons; or (b) directly or indirectly through one or more intermediaries owns an Equity Interest in the Business or Franchisee Entity.

“Owner Agreement” means the Owner Agreement attached as ATTACHMENT "C".

“PCI-DSS” means the payment card industry data security standard, which is a set of security requirements established by the following major credit card brands from time to time: American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc., which standards are set forth at <https://www.pcisecuritystandards.org> as of the Effective Date.

“Peer Group” means a peer group of ASSISTED LIVING LOCATORS® franchisees established specifically for purposes of dealing with potential Code of Conduct violations in accordance with §11.15.

“Permitted Transfer” means a Transfer: (a) between existing Owners; or (b) by the Owners to a new Franchisee Entity for which such Owners collectively own and control 100% of the Equity Interests; *provided, however*, that a Permitted Transfer does not include a Transfer that results in the Responsible Owner owning less than 20% of the Equity Interests in the Business or Franchisee Entity.

“Person” means an individual, Entity, unincorporated organization, joint venture, Governmental Authority, estate (or executor thereof) or trust (or trustee thereof).

“Post-Term Restricted Period” means, with respect to you, the two-year period after the termination, expiration or Transfer of this Agreement; *provided, however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Post-Term Restricted Period means the one-year period after the termination, expiration or Transfer of this Agreement.

“Post-Term Restricted Period” means, with respect to an Owner, the two-year period after the earlier to occur of: (a) the termination, expiration or Transfer of this Agreement; or (b) the date on which the Owner no longer owns an Equity Interest in the Business or Franchisee Entity; *provided, however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Post-Term Restricted Period means the one-year period after the earlier to occur of: (a) the termination, expiration or Transfer of this Agreement; or (b) the date on which the Owner no longer owns an Equity Interest in the Business or Franchisee Entity.

“Prohibited Activities” means and includes any of the following: (a) owning, operating or having any other interest (e.g., as a director, officer, employee, manager, consultant, creditor, representative, agent or in any similar capacity) in a Competing Business, other than owning less than 5% of the Equity Interests in a Competing Business that is a publicly-traded company; (b) disparaging or otherwise making negative comments about us, our affiliate, the System or any ALL Business (this provision does not prohibit disclosure of truthful information to Governmental Authorities); (c) diverting or attempting to divert any potential business or Strategic Relationship from us, our affiliate or another franchisee; (d) inducing any Person to transfer their business from an ALL Business to a competitor; (e) inducing a Senior Community that you know, or have reason to know, entered into a Marketing Agreement with any ALL Business (including with you) to enter into an agreement for placement services with any Person other than an ALL Business; or (f) inducing a Referral Source that you know, or have reason to know, entered into a referral agreement or established a referral relationship with any ALL Business (including with you) to refer clients in need of senior living placement services to any Person other than an ALL Business.

“Referral Fee” means any referral fee or other consideration you receive from: (a) a Senior Care Provider in consideration of business you refer; (b) another ALL Business (including a fee split under the Referral Program); or (c) us (including a fee split relating to a Strategic Relationship Partner).

“Referral Services Agreement” means a contract pursuant to which a Senior Service Provider refers clients to an ALL Business in exchange for a referral fee or other consideration.

“Referral Source” a Person who refers, or is in a position to refer, clients to an ALL Business (e.g., hospital, insurance company, HMO, transitional care company or similar business or institution).

“Regional Referral Source” means a Referral Source located in a given ALL Business’ territory that: (a) refers (or is reasonably expected to refer) 10 or more leads per month; and (b) at least 20% of those leads involve (or are reasonably expected to involve) placements outside such ALL Business’ territory.

“Reportable Event” means any event or occurrence described in §16.6 that you must report to us.

“Responsible Owner” means the Owner you designate and we approve with primary responsibility for the overall management and supervision of your Business in accordance with §8.1.

“Restricted Territory” means the geographic area within: (a) your Territory; and (b) any territory assigned to another ALL Business that is open or under development when the Post-Term Restricted Period begins; *provided, however*, that if a court of competent jurisdiction determines the foregoing Restricted Territory is too broad to be enforceable then Restricted Territory means the geographic area within your Territory.

“Senior Community” means a facility in which a client may be placed (e.g., assisted living facility, memory care community, nursing home, senior care home, independent living senior community or other facility).

“Senior Service Provider” means a provider of senior care services (other than placement services) that may be necessary or helpful to a client of an ALL Business (e.g., real estate agent, downsizing specialist, home health expert, financial planner, financing company or elder-care attorney).

“Strategic Relationship” means a strategic business relationship that we may, from time to time, establish with a Strategic Relationship Partner in order to enhance our System or expand the potential client base for ALL Businesses, as further described in §6.3.

“Strategic Relationship Client” means a Person who: (a) is a member, employee, client or other constituent of, or who is referred by, a Strategic Relationship Partner; and (b) receives ALL Services from an ALL Business in accordance with the terms of a Strategic Relationship Contract.

“Strategic Relationship Contract” means a contract or other arrangement we (or our affiliate) negotiate with a Strategic Relationship Partner governing the terms pursuant to which one or more ALL Businesses will provide ALL Services to Strategic Relationship Clients associated with or referred by the Strategic Relationship Partner. Strategic Relationship Contracts may include any terms we accept in our commercially reasonable discretion, including discounted pricing and other nonstandard terms.

“Strategic Relationship Partner” means a business, organization, association, Regional Referral Source or other institution that is comprised by (or has a relationship with) members, employees, clients or other constituents who: (a) may be in need of ALL Services or may be in a position to refer clients in need of ALL Services; and (b) are located or reside within the territories of multiple ALL Businesses (e.g., hospitals and associations for seniors such as AARP). Strategic Relationship Partner also includes any Senior Community with facilities located in the territories of multiple ALL Businesses.

“Successor Agreement” means our then-current form of Franchise Agreement you must sign pursuant to §4.2 in connection with a renewal of your franchise rights.

“System” means our system developed for the operation of an ALL Business, the distinctive characteristics of which include: the Marks; client assessment tools and techniques; comprehensive training programs; advertising and marketing strategies; lead generation programs; referral programs; and operating system.

“Targeted Marketing” means advertising or marketing that is directed into a specific territory for the primary purpose of soliciting clients, Senior Communities and/or Referral Sources within that territory. A Person distributing or circulating advertising both in their territory and another ALL Business’ territory is not engaged in Targeted Marketing if: (a) the Person uses reasonable efforts to limit distribution or circulation to areas within that Person’s territory; and (b) most recipients of the advertising are located in such Person’s territory and there is only incidental distribution or circulation in another ALL Business’ territory. Targeted Marketing does not include any marketing we conduct on a systemwide basis or in connection with the Brand Fund. The meaning of “targeted marketing” that is “directed into a territory” may be further defined in the Manual. Examples include direct mail sent to addresses in a given territory,

digital advertising sent to devices with IP addresses registered in a given territory and conducting promotional events in a given territory.

“Technology Systems” means all information and communication technology systems we specify from time to time including computer and point-of-sale systems, client billing systems, payroll processing systems, telecommunications systems, AI Technology, security systems and similar systems, together with the associated hardware, software and related equipment, applications and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems.

“Term” means the period of time beginning on the Effective Date and expiring on the earlier to occur of: (a) the 10th anniversary of the Effective Date; or (b) the date this Agreement is effectively terminated.

“Territory” means the protected territory for your Business, as further described in §3.

“Third-Party Technology” means any Technology Systems (or components thereof) owned by Persons who are not affiliated with us.

“Tradename Approval Notice” means the Tradename Approval Notice attached as ATTACHMENT "F".

“Transfer” means any direct or indirect, voluntary or involuntary, assignment, sale, sublicense or other transfer or disposition of: (a) this Agreement (or any interest therein); (b) the franchise or intellectual property rights granted by this Agreement (or any interest therein); (c) the Business you conduct pursuant to this Agreement (or any interest therein); (d) your Business assets, excluding the sale of furniture, fixtures or equipment in the ordinary course; or (e) an Equity Interest in the Business or Franchisee Entity; including by: merger or consolidation; judicial award, order or decree; issuance of additional Equity Interests (including public and private offerings); foreclosure of a security interest by a lender; or operation of Law, will or a trust upon an Owner’s death (including via the Laws of intestate succession).

“Travel Expenses” means and includes all travel, meals, lodging, local transportation and other living expenses incurred: (a) by us and our trainers, field support personnel, auditors or other representatives to visit your Territory; or (b) by you and your personnel to attend training or conferences.

“Vacant Territory” means any geographic area adjacent to your Territory that, as of the relevant date, is neither assigned to nor serviced by any other franchised or company-owned ALL Business.

2. **GRANT OF FRANCHISE.** We hereby grant you the right, license and obligation to develop and operate an ALL Business using our Intellectual Property. You must operate your Business only within your assigned Territory, except to the extent permitted by §3.3 and §3.4 below. As an ASSISTED LIVING LOCATORS® franchisee, you will operate a home-based business that assists seniors and their families with evaluating and locating Senior Communities that meet their geographic, financial and clinical needs and preferences. As part of your Business, you will offer and provide the following services (“ALL Services”): (a) identify, inspect, evaluate, monitor and establish relationships with Senior Communities located in your Territory; (b) identify and establish referral relationships with Referral Sources; (c) identify, evaluate and establish referral relationships with Senior Service Providers; (d) contract with your clients and conduct an assessment of each client’s unique situation and needs to identify Senior Communities that may be a good match for their needs; (e) facilitate the placement of each client with the Senior Community that best meets their needs, either directly or in conjunction with another ALL Business through our Referral Program described in §11.14(b); and (f) when appropriate, refer your clients to one or more Senior Service Providers that offer goods or services that you reasonably believe may be necessary or helpful to your clients (collectively, “ALL Services”). You must establish and operate your Business in strict compliance with this Agreement and the Manual. We reserve all rights not expressly granted to you.

3. TERRITORY.

- 3.1. **Territory Description & Designation.** We hereby grant you a territory comprised by the geographic area described in Part C of ATTACHMENT "A" (your “Territory”). We do not modify your Territory based on population changes during the Term. We may modify your Territory in accordance with our then-current territory guidelines and criteria at such time that: (i) you renew your franchise rights; or (ii) we allow you to relocate your Territory.

3.2. Territorial Protections. During the Term, you receive the territorial protections below unless we modify such protections pursuant to §12 after you breach your minimum performance requirement.

- (a) Marketing Agreements. We will not sign, or authorize any ALL Business (other than yours) to sign, a Marketing Agreement with a Senior Community located in your Territory except as permitted by §3.3(a) (Strategic Relationships) or §3.3(c) (Acquisitions). When you begin operating your Business, we will assign to you any Marketing Agreements with Senior Communities in your Territory that we signed prior to the Effective Date (excluding Marketing Agreements with Strategic Relationship Partners).
- (b) Targeted Marketing. We will not use, or authorize any ALL Business (other than yours) to use, Targeted Marketing directed into your Territory except as permitted by §3.3(c) (Acquisitions). Other ALL Businesses may contract with a client, Referral Source or Senior Care Provider who resides or is located in your Territory as long as they do not (except with your prior written consent) direct Targeted Marketing into your Territory to solicit the client, Referral Source or Senior Care Provider.
- (c) Placements. We will not place, or authorize any any ALL Business (other than yours) to place, clients with Senior Communities located in your Territory except as permitted by §3.3(a) (Strategic Relationships), §3.3(b) (Referral Program) or §3.3(c) (Acquisitions).

3.3. Territorial Limitations. We and our affiliates reserve all rights not expressly granted to you. Your territorial protections in §3.2 are subject to the following exceptions and limitations:

- (a) Strategic Relationships. We may allow other ALL Businesses to provide ALL Services to Strategic Relationship Clients in your Territory at any time that we prohibit you from doing so for any reason described in §6.3. Similarly, we may allow you to provide ALL Services to Strategic Relationship Clients in a territory assigned to another ALL Business at any time that we prohibit such other ALL Business from doing so. You may not contract with a Strategic Relationship Partner except as permitted by §6.3.
- (b) Referral Program. Other ALL Businesses may place clients with Senior Communities in your Territory through our Referral Program described in §11.14(b). You and other ALL Businesses must cooperate with each other relating to placements made through the Referral Program. If another ALL Business seeks to place a client at a Senior Community in your Territory and elects to turn the client over to you, we may provide the placement services if you are unable or refuse to provide the placement services. If this occurs: (i) you must collect the placement fee from the Senior Community and immediately remit the entire fee to us; (ii) we will share a portion of the placement fee with the ALL Business that initially established the client relationship; and (iii) you will not be entitled to any portion of the placement fee.
- (c) Acquisitions. We may engage in Acquisitions that involve, or subsequently result in, conversion of the acquired or acquiring company's outlets to become ALL Businesses, even if they operate in your Territory. Any converted ALL Business that has operated in your Territory may conduct any activities in your Territory that you conduct including: directing Targeted Marketing into your Territory; signing Marketing Agreements with Senior Communities in your Territory; and placing clients with Senior Communities in your Territory. You receive no compensation for placements made (or goods or services sold) by such converted ALL Business other than your split of placement fees, in accordance with our Referral Program, for placements involving Senior Communities with whom you have entered into a Marketing Agreement.
- (d) Competitive Businesses. We and our affiliates may develop and operate, and license third parties to develop and operate, a business that provides services that are the same as or similar to ALL Services anywhere in the Territory provided that such business does not use the Marks.
- (e) Alternative Channels of Distribution. We may sell, and license third parties to sell, goods and services that are the same as or similar to ALL Services (including under the Marks) within the Territory through alternative channels of distribution (such as through the Internet, catalog sales, telemarketing or other direct marketing) without paying compensation to you.

3.4. Extra-Territorial Operations. You may not operate your Business, or conduct certain activities related to your Business, outside your Territory except as expressly permitted by this Agreement.

- (a) Vacant Territories. You may request the right to operate your Business in a Vacant Territory. We may approve or reject your request in our sole discretion. If we grant our approval, you may operate your Business in the Vacant Territory we designate (i.e., you may direct Targeted Marketing into the Vacant Territory, sign Marketing Agreements with Senior Communities in the Vacant Territory and place clients with Senior Communities in the Vacant Territory), subject to the following: (i) you may only operate in the Vacant Territory we designate; (ii) you must demonstrate, on a continuing basis, that you are reasonably capable of consistently providing ALL Services to clients in the Vacant Territory in accordance with our standards, policies and procedures; (iii) you must maintain all Licenses necessary to lawfully operate in the Vacant Territory; (iv) you receive no territorial rights or protections with respect to the Vacant Territory; and (v) we may at any time for any reason (or for no reason) revoke our approval for you to operate in the Vacant Territory. If we revoke our approval you must: (i) immediately discontinue Targeted Marketing, placements (except under our Referral Program) and other Business operations in the Vacant Territory; (ii) send us all Client Data pertaining to clients, Senior Communities, Referral Sources and Senior Service Providers in the Vacant Territory and copies of related agreements; (iii) assign all Marketing Agreements with Senior Communities in the Vacant Territory to us or another ALL Business we designate; and (iv) upon request, help transition all clients, Senior Communities, Referral Sources and Senior Service Providers in the Vacant Territory to us or another ALL Business we designate. If permitted by the Manual, you may direct Targeted Marketing into a Vacant Territory without our approval.
- (b) Targeted Marketing. You may not engage in Targeted Marketing outside your Territory except: (i) as otherwise permitted by the Manual; (ii) as otherwise permitted by §3.4(a) with regard to a Vacant Territory; or (iii) within a territory assigned to another ALL Business if the territory owner authorizes you to do so in a signed written document.
- (c) Marketing Agreements. You may not sign Marketing Agreements with Senior Communities outside your Territory except: (i) as otherwise permitted by §3.4(a); or (ii) as we otherwise approve in writing, which approval may be conditioned on any terms we deem appropriate.
- (d) Placements. You may not place a client with a Senior Community located in a territory assigned to another ALL Business except: (i) as otherwise permitted by §3.4(a); or (ii) in compliance with our Referral Program.
- (e) Clients. You may contract with a client who resides in a territory owned by another ALL Business as long as you do not solicit the client using Targeted Marketing directed into that territory. For example, you may contract with a client who resides in a territory assigned to another ALL Business if: (i) you solicit the client or the client's family within your Territory; (ii) the client is specifically referred to you by one of your other clients or another Person not associated with you; (iii) we refer the client to you; (iv) another ALL Business refers the client to you; or (v) you obtain the client while located in the other territory as long as the client is obtained through incidental activities and not through Targeted Marketing.

4. TERM AND RENEWAL.

- 4.1. Generally.** This Agreement grants you the right to operate your ALL Business during the Term. We do not grant you the right to renew, but may offer you renewal rights at our discretion (or if required by state Law). If we offer you renewal rights, you have the option to renew your franchise by signing a Successor Agreement for a 10-year renewal term provided that you satisfy all renewal conditions specified in this Agreement or the Successor Agreement you wish to renew, as applicable. The Successor Agreement will be the current form of franchise agreement we use to grant franchises as of the expiration of the Term or renewal term, as applicable, the terms of which may vary materially and substantially from the terms of this Agreement. If this Agreement is a Successor Agreement, the Term of this Agreement and your remaining renewal rights, if any, shall be governed by your original franchise agreement.

4.2. Renewal Requirements. In order to renew, you and the Owners (as applicable) must:

- (a) send us a notice of your intent to enter into a Successor Agreement not less than 240 days nor more than one (1) year before the expiration of the Term or renewal term, as applicable;
- (b) not be in default under any Definitive Agreement at the time you send the renewal notice or sign the Successor Agreement;
- (c) sign the Successor Agreement and all ancillary documents that we require franchisees to sign;
- (d) sign a General Release;
- (e) pay us a \$15,000 renewal fee; and
- (f) take any additional actions we reasonably require.

If we elect not to renew or offer you the right to renew, we will send you a notice of non-renewal at least 180 days before the expiration date that sets forth the basis for our decision. If you object to our non-renewal notice or dispute the basis for our decision, you must send us a notice of objection that sets forth the basis for your objection. Failure to send us an objection notice within 30 days after you receive our non-renewal notice constitutes your consent to the non-renewal of your franchise.

4.3. Interim Term. If you do not sign a Successor Agreement but continue to operate your Business after the Term expires, we may either treat this Agreement as: (a) expired as of the Term expiration date with you operating in violation of our rights; or (b) continued on a month-to-month basis (the “Interim Term”) until either party provides the other party with 30 days’ prior notice of termination of the Interim Term. All your obligations remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations imposed on you upon expiration of the Term will take effect upon termination of the Interim Term.

5. TRAINING AND CONFERENCES

- 5.1. Initial Training.** Your Responsible Owner and high-level managers must successfully complete our franchise operations and management training program (“Management Training”) within 60 days after the Effective Date. You may not send other Persons to Management Training except with our approval. Your Responsible Owner must successfully complete Management Training on the first or second attempt (and no later than 60 days after the Effective Date). If your purchasing your first Territory, we will also provide two (2) days of onsite training within the first 12 months after you open as part of our initial training program; *provided, however*, that we reserve the right to: (a) substitute a different training or coaching program if we feel it would be more appropriate for your success; and/or (b) postpone onsite training to a date that is more than 12 months after you open.
- 5.2. Post-Opening Training.** Any new Responsible Owner or high-level manager appointed or hired after your Business opens must successfully complete Management Training prior to managing your Business. We may offer periodic refresher or supplemental training courses for your Responsible Owner and high-level managers. We may designate each course as mandatory or optional, but we will not require attendance at more than one (1) mandatory refresher or supplement training course during any 12-month period. If we determine your Business is not operating in full compliance with this Agreement or the Manual, we may require that your Responsible Owner and high-level managers attend remedial training relevant to your operational deficiencies. We may, but need not, provide additional assistance or training requested by you at a mutually convenient time.
- 5.3. Training Locations.** Our training programs may take place at any location we designate. We reserve the right to conduct training programs virtually.
- 5.4. Training Fees & Expenses.** The business set-up fee imposed by §14.2 covers, among other things, our pre-opening Management Training program, including the two (2) days of onsite training we provide as part of initial training. We may charge a training fee of up to \$750 per Person per day for any Person who attends: (a) Management Training after your Business opens; (b) remedial training; (c) repeat training (after failing a prior attempt); (d) additional training you request; or (e) refresher or supplemental training. If we provide onsite training or assistance, you must also reimburse all

Travel Expenses we incur to provide such training or assistance. We may increase the \$750 daily training fee cap up to 10% per year. If we choose not to apply a fee increase in a given year, any unapplied increase may be carried forward and applied in a subsequent year. You are responsible for all wages and Travel Expenses you and your personnel incur to attend training.

5.5. Certifications. Each Owner and staff member we designate must obtain and maintain throughout the Term, at your expense, all certifications relevant to an ALL Business that we require.

5.6. Conferences. We may hold periodic conferences to discuss business and operational matters relevant to ALL Businesses. Attendance by your Responsible Owner is mandatory unless we designate attendance as optional or waive your obligation to attend for good cause. We may charge you a conference registration fee of up to \$2,000 per Person per conference (our current fee is \$1,000 per conference for up to two (2) attendees and \$350 for each additional attendee). The conference registration fee is due 60 days before the conference, or otherwise invoiced by us. If you fail to attend a required conference without a waiver, you must pay us a \$1,000 non-attendance fee. You are also responsible for wages and Travel Expenses you and your personnel incur to attend conferences.

6. OTHER FRANCHISOR ASSISTANCE.

6.1. Manual. We provide you with access to our Manual during the Term. The Manual will help you develop and operate your ALL Business. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

6.2. CRM. We will license you the right to utilize CRM, which is our designated business management database. You and your managers must sign our current form of CRM User Agreement and Privacy Policy, which we may change from time to time. You must utilize CRM to perform the specific functions described in the Manual, such as: managing and storing Business Data; invoicing Senior Communities for placements; and tracking and reporting client leads, placements and Gross Invoiced Revenue. You must follow all policies and procedures in the Manual governing use of CRM and data entry. You must pay us: (a) a \$495 initial setup fee for CRM upon execution of this Agreement; and (b) a monthly licensing fee of \$250 for each block of four (4) users that is due on the first (1st) day of each month. We may increase the monthly licensing fee on an annual basis (not to exceed \$750 per month per block of four (4) users). The initial setup fee and monthly license fee are deemed part of the technology fee imposed under §11.13(h).

6.3. Strategic Relationships.

(a) Generally. From time to time we may, but need not, establish Strategic Relationships in order to enhance our System or expand the potential client base for ALL Businesses. You must participate in all Strategic Relationships in accordance with the terms and conditions of any Strategic Relationship Contract we negotiate with the Strategic Relationship Partner. We may designate any program involving a Strategic Relationship as a system-wide program subject to the terms of §11.14, including any Program Participation Rules we establish for the program. Strategic Relationships, and the associated programs, may change from time to time. We have no obligation to maintain existing Strategic Relationships or develop new ones.

(b) Exclusive Contracting & Negotiating Rights. We have the exclusive right to establish Strategic Relationships and enter into agreements with Strategic Relationship Partners. You are prohibited from doing so. You must refer all potential Strategic Relationship opportunities to us.

(c) Eligibility to Participate. We may prohibit you from participating in a Strategic Relationship program if: (i) you are in default under any Definitive Agreement; (ii) you fail to satisfy any minimum eligibility, performance, client service or other criteria we (or the Strategic Relationship Partner) establish for participation in the program; or (c) the Strategic Relationship Partner objects to you servicing the account. If you are prohibited from participating in a program, another company-owned or franchised ALL Business may provide ALL Services to Strategic Relationship Clients located in your Territory and you will not be entitled to any compensation in connection with such services or business activities.

- (d) **Senior Community Expansion.** If you sign Marketing Agreement with a Senior Community that: (i) only has facilities in your Territory at the time you sign the Marketing Agreement; and (ii) subsequently qualifies as a Strategic Relationship Partner due to the opening additional facilities in one (1) or more territories owned by other ALL Businesses, we may choose to take any of the following actions in our sole discretion:
- (i) **Convert to Strategic Relationship.** We may negotiate and sign a Strategic Relationship Contract with the Senior Community and convert them to a Strategic Relationship Partner, in which case your Marketing Agreement would be terminated and replaced by our Strategic Relationship Contract. If we negotiate an alternative fee structure, we will use reasonable efforts to retain any favorable fee structure you negotiated under the Marketing Agreement for future placements you make in the Territory. If you place a client with a Senior Community in your Territory that we manage as part of a Strategic Relationship, we may treat the placement as part of our Referral Program and share the placement fee with you in accordance with the Referral Program fee sharing provisions; *provided, however*, that our current practice in these situations is to either collect the placement fee and remit 100% of the proceeds to you or allow you to directly invoice and collect the placement fee depending on the preference of the Senior Community.
 - (ii) **Limit Scope of Marketing Agreement.** We may limit the scope of your Marketing Agreement to the Senior Community (or Senior Communities) located in your Territory and allow other ALL Businesses to negotiate and enter into separate Marketing Agreements for Senior Communities located in their territories.
 - (iii) **Delegate Management to You.** We may authorize you to retain the Marketing Agreement and manage the relationship as a Strategic Relationship, in which case any placements made at Senior Communities that are part of the Strategic Relationship but located outside your Territory would be governed by the terms of our Referral Program. At any time, we may revoke our authorization for you to manage the Strategic Relationship and either: (1) transition the Strategic Relationship to us pursuant to clause (i) above; or (2) require separate Marketing Agreements with each ALL Business that owns a territory in which one (1) or more of the Senior Communities are located in accordance with clause (ii) above.
- 6.4. **Website.** We currently maintain a corporate website for our brand: www.assistedlivinglocators.com. We will also create and host a local microsite for your Business that will be linked to our corporate website and list information about your Business we deem appropriate. We will set up your microsite as part of the services we provide in exchange for the business set-up fee. We control all content on your microsite. We own your microsite (and all of its content) and domain name. We may change, suspend or discontinue our website and/or your microsite at any time, including if you are in default under this Agreement, the Manual or the Franchisee Code of Conduct.
- 6.5. **Leads.** From time to time we may (but need not) refer leads to you that contact us through: (a) our website (www.assistedlivinglocators.com) including web leads and leads that call our corporate telephone number; (b) our call center; or (c) any digital program or platform. If we refer a lead to you, you must provide placement services for the lead. We retain complete discretion in determining whether to refer a lead and, if so, the franchisee to whom we refer the lead. We do not represent or guarantee we will refer any leads to you.
- 6.6. **Guidance, Consultation & Support.** We will periodically review and evaluate your Business, and reports you send us, and provide our guidance and recommendations on ways to improve Business operations. We will also provide you with access to one or more of our representatives to answer general questions you have regarding the operation of your Business. We may limit: (a) the days and times they are available to you; and (b) the number of hours each month you may speak with them. The guidance, consultation and support described in this Section will be provided remotely via email, conference calls, video calls or in any other manner we periodically designate.
- 6.7. **Purchase Agreements.** We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for franchisees. We will arrange for you to be able to purchase the goods or

services directly from the supplier at the discounted prices we negotiate (subject to any rebates the supplier pays to us). We or our affiliate may also purchase goods from suppliers in bulk and resell them to you at our cost plus shipping fees and a reasonable markup.

6.8. Call Center. You must use a third-party call center for purposes of answering client calls and providing related client service and support, including outside of normal business hours (“Inbound Call Services”). We may also require you to utilize a third-party call center for purposes of client growth and engagement, including reaching out to develop leads and maintain client relationships (“Outbound Call Services”). You must contract with any third-party call center we designate for Inbound Call Services and/or Outbound Call Services. You must pay the monthly fees imposed by the company operating the call center. At any time, we may discontinue the call center or we may begin operating the call center ourselves, in which case we may charge you commercially reasonable fees for administering the call center (not to exceed the greater of \$150 per month or 3% of monthly Gross Invoiced Revenue, if paid to us or our affiliate).

6.9. Newsletters. We may, but need not, distribute newsletters to Assisted Living Locators clients.

7. ESTABLISHING YOUR BUSINESS

7.1. Office. An ALL Business is a home-based business. You are not required to lease or purchase a separate commercial office in connection with your Business. You may relocate your home-office at any time upon notice to us. If you operate from a home office and your home is not located in your Territory, you must provide a physical business address in your Territory. This address must be a physical location, must not be a PO Box or mailbox in a remote location, and must be precise to ensure customers can locate the business. If you wish to operate from a commercial office: (a) the office must be located in the Territory and present a professional appearance; (b) we will, upon request, provide telephonic guidance regarding site selection; and (c) you may relocate the office anywhere within the Territory upon not less than 30 days’ prior notice.

7.2. Vehicle. Most of your business activities will be conducted from your vehicle. As such, you must own, lease or have regular access to a late-model vehicle that can reasonably accommodate at least two (2) passengers. The vehicle must be kept in good condition and regularly cleaned. If you choose to install “wraps” on your vehicle, they must comply with our standards and specifications and be purchased from a supplier we designate or approve. Because safety is critical, we may require that you attend a driver’s safety course of our choosing at your cost if we receive complaints regarding unsafe driving by you or your employees. At all times, the Responsible Owner (and each other person associated with your Business that drives your clients) must hold a valid driver’s license.

7.3. Opening. You must open your Business within 90 days after the Effective Date. You may not open prior to receipt of our written authorization to open, which we will not issue before: (a) your Responsible Owner and initial managers successfully complete initial training; (b) you secure all required Licenses and send us copies of same; (c) you purchase all required insurance policies and send us evidence of coverage; (d) you obtain any required bonding; (e) you have access to a suitable vehicle for use with your Business; and (f) you fulfill your other preopening obligations under this Agreement and the Manual. Upon the Responsible Owner’s successful completion of initial training, we will issue you a Certificate of Completion of Training at which point your Business will be open. You must fulfil all your pre-opening obligations prior to completion of initial training.

8. MANAGEMENT AND STAFFING.

8.1. Owner Participation. You must designate an Owner with primary responsibility for your Business (the “Responsible Owner”). The Responsible Owner must: (a) be approved by us; (b) have binding decision-making authority on matters involving your Business; (c) successfully complete all training we require; (d) dedicate full-time and best efforts to the Business; and (e) at all times own at least 20% of the Equity Interests in the Business or Franchisee Entity, unless we waive this requirement.

8.2. Managers. You may hire managers to assist the Responsible Owner with the daily management and operation of your Business. The Responsible Owner must still dedicate full-time and best efforts to the Business. Any manager you hire must successfully complete all training we require and sign a

Confidentiality Agreement. The Responsible Owner must supervise all managers to ensure your Business is operated in compliance with this Agreement and the Manual.

8.3. Employees. You must determine appropriate staffing levels for the Business to ensure full compliance with this Agreement and our system standards. You will hire, train and supervise employees necessary to operate the Business. You must pay all associated wages, commissions, benefits, worker's compensation premiums and payroll taxes (and other withholdings required by Law). These employees will be employees of yours and not of ours. We do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business Entity name (not our Marks or a fictitious name) on employee applications, paystubs, pay checks, employment agreements and similar documents. We do not control the hiring or firing of your employees. You have sole authority and responsibility for employment-related decisions, including hiring, promotion, hours worked, rates of pay, benefits, work assignments, training and working conditions. We do not provide guidance or advice on these matters. You must ensure each employee signs our prescribed acknowledgment form explaining the nature of the franchise relationship and clarifying you are his or her sole employer. You must also post a conspicuous notice for employees in the back-of-house area explaining your franchise relationship with us and that you (and not we) are their sole employer. We may prescribe the form and content of this notice. Because the safety and wellbeing of clients is our highest priority, all employees must pass a background check before having any contact with clients. You must ensure the results of the background check do not indicate the Person presents a significant risk to the safety or wellbeing of clients (e.g., if the background check reveals a history of elder abuse or crimes involving elders).

8.4. Interim Manager. We may, but need not, designate a Person (an "Interim Manager") to manage your Business if: (a) your Responsible Owner ceases to perform the responsibilities of a Responsible Owner and you fail to appoint an approved and fully-trained replacement within 30 days thereafter; or (b) you fail to cure a material breach before the expiration of the cure period. The Interim Manager will cease to manage your Business at the time you appoint an approved and fully-trained replacement Responsible Owner or you cure the material breach, as applicable. If we appoint an Interim Manager, you agree to: (a) pay us a management fee in an amount we designate (not to exceed \$1,000 per day) during the period of time the Interim Manager manages your Business; and (b) reimburse all Travel Expenses the Interim Manager incurs. The Interim Manager has no liability to you except for gross negligence or willful misconduct. We have no liability to you for an Interim Manager's actions unless we are grossly negligent in appointing the Interim Manager

9. FRANCHISEE ENTITY. You represent that Part A of ATTACHMENT "A" includes a complete and accurate list of your Owners. Upon request, you must send us a resolution of the Franchisee Entity authorizing the execution of this Agreement, a copy of the Franchisee Entity's organizational documents and a current Certificate of Good Standing. Each Owner of the Franchisee Entity, and the spouse of each Owner who is a natural Person, must sign an Owner Agreement.

10. ADVERTISING & MARKETING.

10.1. Brand Fund. We administer a brand and system development fund to promote public awareness of our brand and improve our System. On each royalty fee due date, you must pay us a brand fund fee equal to the greater of: (a) 2% of Gross Invoiced Revenue; or (b) the minimum brand fund fee, which is currently \$300 per month (we may increase the minimum fee up to \$500 per month upon 30 days' prior notice). If you own multiple franchise territories, we may apply the minimum brand fund fee on a "per territory" basis, such that you must pay a separate minimum brand fund fee for each territory you own (if less than 2% of Gross Invoiced Revenue from the applicable territory). Brand fund fees are in addition to marketing fees you pay us pursuant to §10.2. We may use the fund to pay for:

- (a) developing, administering or distributing advertising and marketing materials and programs;
- (b) conducting and administering promotions, contests or giveaways;

- (c) public and consumer relations and publicity;
- (d) brand development;
- (e) sponsorships and charitable and non-profit donations and events;
- (f) research and development of technology, products and services;
- (g) website development and search engine optimization;
- (h) developing, maintaining and promoting an ecommerce platform;
- (i) developing and implementing quality control programs and client satisfaction surveys;
- (j) conducting market research;
- (k) researching, developing, testing and implementing changes and improvements to the System;
- (l) advertising training programs;
- (m) fees and expenses charged by advertising agencies we engage to provide marketing services;
- (n) collecting and accounting for brand fund fees and preparing financial accountings of the fund;
- (o) any other programs or activities we deem appropriate to promote or improve the System; and
- (p) direct or indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates relating to any of these activities, including salary, benefits and other compensation of any of our (and any of our affiliate's) officers, employees or independent contractors based on time spent working on any brand fund matters described above.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to marketing or advertising activities. Any surplus in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the fund. In terms of marketing activities paid for by the fund, we do not ensure that expenditures in (or affecting) a given geographic area are proportionate or equivalent to brand fund fees paid by franchisees in that geographic area or that franchisees benefit directly or in proportion to their brand fund fees. We may commingle brand fund fees with our other funds. We will prepare, and make available to you upon request, an annual statement of fund operations, including deposits and disbursements. We may suspend or discontinue the fund at any time upon 30 days' prior notice

10.2. Marketing Assistance From Us.

- (a) Initial Marketing Materials & Support. Upon execution of this Agreement, you must pay us a \$3,000 initial marketing fee that we use to market and promote your Business during the 60-day period after the Effective Date. In partial consideration for the business set-up fee paid pursuant to §14.2 and the initial marketing fee, we will: (i) provide a 150- to 180-day estimated supply of marketing materials before you open your Business; (ii) conduct certain activities to market and promote the opening of your Business and help you develop and launch your Business, such as preparing lists of Senior Communities and Referral Sources for you to contact, issuing press releases and developing a marketing plan for your Territory; (iii) set up your local landing page to promote your Business; and (iv) set up your social media platforms.
- (b) Other Marketing Support. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as-needed basis. We may create and provide you with access to local advertising assets such as print marketing materials, banners, videos and audiotapes, social media templates and stock photography. We may: (a) use the brand fund to pay for the creation and distribution of these materials, in which case there will be no additional charge; (b) provide online access to these materials, in which case you must print the materials at your expense; and/or (c) contract with third-party suppliers to create and sell these materials to you.

10.3. Your Marketing Activities.

- (a) Generally. You must participate in all advertising, promotional and marketing programs we require at your expense. Beginning the second (2nd) full month after your opening date, you must spend an amount equal to or greater than the Local Marketing Commitment on local advertising and marketing to promote your Business. The “Local Marketing Commitment” is: (i) \$1,000 per month for months two (2) through five (5) after your opening date; and (ii) \$500 per month for the remainder of the Term. If you fail to spend the required amount, we may require that you immediately pay us the deficiency amount which we may either deposit into the Brand Fund or use to promote your Business. We may increase the Local Marketing Commitment by up to 10% per year upon 30 days’ prior notice.
- (b) Advertising Standards. All your advertising must be completely factual, conform to the highest standards of ethical advertising and comply with all Laws. You must ensure your advertising does not infringe upon the intellectual property rights of others.
- (c) Extraterritorial Advertising. You may not engage in Targeted Marketing outside of your Territory except as otherwise provided in §3.4(b).
- (d) Advertising Approval. Prior to use, we must approve all advertising and marketing programs and materials you intend to use, including all materials we did not prepare or previously approve, or that we prepare or approve and you modify. We must also approve the media you use. You may not use any advertising materials, programs or media that we have not approved or that we approve and later disapprove. We have 15 days to review and approve or disapprove advertising and marketing materials and programs you submit. Our failure to approve them within the 15-day period constitutes our disapproval. Any electronic or digital marketing that you conduct must be conducted through an approved supplier or must be reviewed and approved by us in advance. Any advertising you propose and we approve is an “Improvement” for purposes of §18.6.
- (e) Social Media. You may promote your Business using social media provided that: (i) you only use social media platforms we approve; (ii) you strictly comply with our social media policy; (iii) you immediately remove any post we disapprove; (iv) you contract with any social media company we designate upon request; and (v) we own all social media accounts relating to your Business and retain full administrator rights
- (f) Internet & Websites. Without our prior approval, you may not: (i) establish a Google My Business account, or similar permanent web accounts, using any of or Marks (including in conjunction with your Territory name) (if we permit this, we must be named an administrator on the account); (ii) develop, host, or otherwise maintain a website (or other digital presence) that references our Marks except the microsite we provide; (iii) conduct digital or online advertising or engage in ecommerce, except for electronic or digital marketing permitted by §10.3(d).

11. OPERATING STANDARDS.

11.1. Brand Standards Manual. You must develop and operate your Business in full compliance with this Agreement, the Manual and our standards in order to maintain the goodwill associated with the Marks. The Manual may contain, among other things:

- (a) a list of (i) goods and services (or specifications for goods and services) you must purchase to develop and operate your Business and (ii) designated and approved suppliers;
- (b) a description of ALL Services and goods (if any) we require or authorize ALL Businesses to sell;
- (c) specifications, techniques, methods, operating procedures and quality standards;
- (d) client service standards;
- (e) business forms;
- (f) policies and procedures pertaining to our Referral Program and other programs we develop; and

- (g) policies and procedures pertaining to any matters we deem appropriate such as: reporting and data entry; accounting and bookkeeping; insurance; marketing and advertising; extra-territorial marketing and business activities; gift card, loyalty and Strategic Relationship programs; AI Technology; and data ownership, use, encryption, transfer and protection.

The Manual is designed to protect our brand standards and ensure the uniformity and quality of the goods and services offered by ALL Businesses. We can modify the Manual at any time. Modifications are binding at the time we notify you of the change, subject to any “grace period” we provide to implement the change. All mandatory provisions in the Manual (whether included now or in the future) are binding on you. The Manual may consist of written text as well as videos, tutorials, training modules, recordings and/or other means of communication.

- 11.2. **Authorized Goods & Services.** You must offer all goods and services we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services without our prior approval. We may change authorized goods and services at any time and you must comply with our instructions regarding same.
- 11.3. **Sales Restrictions.** Unless you receive our prior approval, you may not: (a) sell or provide goods or services through any alternative channel of distribution, including through an ecommerce site; (b) sell goods or services to any Person for purposes of resale; or (c) use your Business, or permit your Business to be used, for any purpose other than offering the goods and services we authorize. You may not operate your Business outside your Territory except to the extent permitted by §3.3 or §3.4.
- 11.4. **Clients.** You may obtain clients from your own marketing efforts, Referral Sources and from our marketing efforts. You may, but need not, enter into a written contract with each client (a “Client Agreement”). We will provide you with a sample Client Agreement that you may customize for your use. You must conduct an assessment of each client’s unique situation and needs utilizing the client assessment processes and tools that we provide in order to identify Senior Communities that may be a good match for their needs. You must also provide all services that we require to facilitate the placement of each client with the Senior Community that best meets their needs.
- 11.5. **Senior Communities.** You must identify, inspect, evaluate and monitor Senior Communities located in your Territory in the manner described in the Manual, including preparation of initial and periodic reports in the format we prescribe. You must sign our prescribed form of Marketing Agreement with each Senior Community to whom you may refer potential clients. Upon request, we will provide our suggestions and recommendations regarding the fees you charge pursuant to Marketing Agreements. However, you are free to determine your own fee structure.
- 11.6. **Senior Service Providers.** We recommend you identify, evaluate and establish referral relationships with reputable Senior Service Providers. Depending upon your client’s needs, you shall serve as a resource by referring them, when appropriate, to Senior Service Providers offering goods or services that may be necessary or desirable. We recommend you sign a referral services agreement (a “Referral Services Agreement”) with each Senior Service Provider to whom you refer clients to facilitate payment of referral fees. We provide a sample Referral Services Agreement you may customize for your use. You may generate additional revenue streams from referral fees paid by Senior Service Providers under Referral Services Agreements, although some Senior Service Providers do not pay referral fees. Senior Service Providers may also refer clients to you in need of placement services.
- 11.7. **Referral Sources.** We recommend you identify and establish referral relationships with Referral Sources. We may designate any Referral Source that refers 10 or more leads per month and (at least 20% of which involve placements outside of your Territory) as a Strategic Relationship Partner, in which case you must transition the Referral Source to us and we may, but need not, pay you compensation for leads placed with Senior Communities located outside your Territory.
- 11.8. **Business Agreements.** You must exclusively use the form of Marketing Agreement we prescribe from time to time except to the extent a Senior Community requires you to use its form of agreement or refuses to sign a Marketing Agreement (either as a matter of corporate policy or for any other

reason). We must approve any form of Marketing Agreement prescribed by a Senior Community before you sign it. We may modify our form of Marketing Agreement at any time, and you must immediately commence utilization of the modified form after receipt of notice from us. We may also modify our sample Referral Services Agreement and Client Agreement at any time. We recommend you have your attorney review our form of Marketing Agreement (including future modifications), sample Referral Services Agreement and sample Client Agreement for compliance with local Laws before you use them. If your attorney recommends or requires changes to our form of Marketing Agreement, you must notify us of the proposed changes and obtain our approval before you implement them. We have not engaged local counsel in each state to review our form agreements for compliance with local Laws. We make no representation that our form agreements comply with the Laws of any particular state.

11.9. Sales Lead Management. You must contact all leads we refer to you in the time and manner specified in the Manual. If you fail to do so, we may pursue and place (or authorize another ALL Business to place) the lead without being deemed to violate your territorial protections and you will not be entitled to any compensation relating to the placement.

11.10. Client Assessments & Placements. Your clients include families in need of senior housing options. For each client, you must: (a) conduct an initial assessment of the client's unique situation and needs in compliance with our standards and procedures; (b) provide the client with information regarding Senior Communities that may be a good match for their needs based on the results of the assessment; and (c) facilitate the placement of the client with the Senior Community they select. If the Senior Community is located in a territory operated by another ALL Business, you must coordinate your placement efforts with such other ALL Business in compliance with our Referral Program. You may not charge your clients for placement services without our prior written approval.

11.11. Suppliers & Purchasing.

- (a) Generally. You must purchase, lease or license, as applicable, all goods, services and other items required by the Manual. You must only purchase goods and services that satisfy all standards and specifications we designate. You must comply with all sourcing and supplier restrictions we impose from time to time. We may require you to participate in a purchasing cooperative or national or regional purchasing program.
- (b) System Suppliers. You must, in accordance with the Manual, purchase certain goods and services exclusively from suppliers we designate or approve. The Manual may designate us or our affiliate as a designated or approved supplier. We and our affiliates may generate a profit from these purchases. Our right to specify the suppliers you use is necessary so we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and operation of ALL Businesses, protect our trade secrets, negotiate bulk purchase discounts and protect the reputation and goodwill associated with our System and Marks. You must immediately discontinue purchasing from any supplier we disapprove.
- (c) Approval Process. If you wish to purchase alternative goods or services, or purchase from alternative suppliers, you must send us a request for approval that: (i) identifies the proposed supplier and the goods/services to be purchased; (ii) includes all information we require about the goods/services and the supplier (including the supplier's qualifications, reputation, financial strength and production capabilities); and (iii) includes product samples for examination and testing purposes. We may condition our approval on the supplier's agreement to comply with our minimum insurance, indemnification, reporting and confidentiality requirements for system suppliers. We will approve or disapprove your request within 30 days after we receive all required information and samples. Your request is deemed disapproved if we fail to issue our approval within the 30-day period. You must reimburse all costs we incur to review suppliers or goods/services you propose. We need not consider substitute goods or alternative suppliers for goods that are proprietary or branded with our Marks.
- (d) Payment Disputes. You understand that: (i) your failure to timely pay a system supplier may jeopardize the supplier's relationship with us and other franchisees; and (ii) a supplier's

termination of its relationship with us or refusal to supply goods or services to our franchisees may cause significant harm to us and our franchisees. Accordingly, you agree to promptly pay all amounts owed to system suppliers except as otherwise permitted by this Section. If you have a bona-fide dispute with a supplier that you believe justifies non-payment or partial payment, you must promptly notify the supplier of the particulars of your Claim and diligently pursue resolution of the Claim. Any trade debt that remains unpaid more than 30 days after its due date constitutes a material breach of this Agreement unless, before the end of the 30-day period: (i) you and the supplier agree to alternative payment terms; or (ii) you initiate appropriate legal action to contest the trade debt.

- (e) Supplier Payments. We may receive rebates, benefits and other consideration from suppliers based on your purchases, leases or licenses. We may retain these payments as compensation and reimbursement for time and expenses we incur to negotiate and manage supplier relationships. We have no obligation to pass them through to you or use them for any particular purpose.
- (f) Disclaimer of Liability. Provided that we designate or approve system suppliers in good faith, we have no liability to you for their acts, errors or omissions, including defective or tainted goods, delayed delivery or inability to meet demand. With respect to goods purchased from us or our affiliate, you acknowledge that we or our affiliate purchase the goods from third-party manufacturers or suppliers and resell them to you as a convenience. If you have any type of Claim relating to the purchase of goods or services from a system supplier, your sole recourse shall be against the supplier. If we or our affiliate are the supplier, your sole recourse shall be against the manufacturer or supplier from whom we or our affiliate acquired the goods unless both: (i) the Claim arises from our (or our affiliate's) failure to supply the goods in breach of our obligations under this Agreement; and (ii) our (or our affiliate's) failure to supply the goods is not caused by a Force Majeure event. ***We and our affiliates make no warranties or representations and expressly disclaim all warranties and representations, including the implied warranties of merchantability and fitness for a particular purpose, with respect to goods or services you purchase from system suppliers.***

11.12. Equipment Maintenance & Changes. You must maintain your equipment in good condition and promptly repair or replace damaged or obsolete equipment. We may require that you change your equipment. Our right to require these changes is critical to our ability to administer and change the System and you must comply with these changes within the time period we reasonably prescribe.

11.13. Technology Systems.

- (a) Generally. You must acquire and utilize all Technology Systems we require from time to time. Technology Systems may relate to matters such as: purchasing; pricing; accounting; order entry; inventory control; scheduling; billing; security; data storage, retrieval and transmission; client information; client loyalty; marketing; communications; copying, printing and scanning; or any other business purpose we deem appropriate. We may require that you acquire new or substitute Technology Systems and/or replace, upgrade or update existing Technology Systems at your expense upon reasonable prior notice. You are solely responsible for: (i) the acquisition, operation, maintenance, updating and upgrading of your Technology Systems; (ii) the manner in which your Technology Systems integrate and interface with our computer system and those of third parties; and (iii) any consequences resulting from improper use or operation, or failure to properly maintain, update or upgrade, Technology Systems.
- (b) Use & Access. You must use Technology Systems in accordance with the Manual and comply with all associated data entry policies, including as set forth in §11.13(c) below. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to provide us with independent and unlimited access to data collected by or through your Technology Systems, including Gross invoiced Revenue data for purposes of calculating fees owed. Without limiting the generality of the foregoing, you must grant permission for us to link your QuickBooks Online account to our master QuickBooks Online

account. We will have full and independent access to all information you enter into your QuickBooks Online account and we may retrieve, download, analyze and store this information and data at any time and for any purpose. You must also obtain any necessary signed consents from clients in order for us to access Client Data. Upon request, including upon termination or expiration of this Agreement, you must provide us with user IDs and passwords for your Technology Systems.

- (c) Data Entry. If required by the Manual, you must input certain data and information into CRM regarding each of your clients, Senior Communities, Referral Sources, Senior Care Providers, as well each transaction or placement that you consummate. You must enter the data in the manner and within the period of time prescribed by the Manual. Without limiting the generality of the foregoing, you must enter all new clients into the database no later than the close of business on the next business day regardless of how you obtained the referral and regardless of whether the outcome is predetermined. We will have independent access to all data entered into CRM. All such data shall be owned by us but licensed to you for purposes of operating your Business during the Term.
- (d) AI Technology. Except as otherwise provided below or in the Manual, you may not use AI Technology without our approval. You do not need our approval to use commercially available off-the-shelf productivity software with embedded AI Technology features (e.g., Microsoft Office with Copilot or Google Workspace with Gemini) for internal business purposes provided that: (i) you only use commercially available standard features and configurations (e.g., no beta, preview, experimental or custom features, third-party plugins, extensions or integrations); (ii) you do not input, upload, submit, expose or otherwise make available to AI Technology any Confidential Information; (iii) you do not authorize, permit or enable training, fine-tuning, grounding or improvement of any AI models, algorithms, products or services based on Confidential Information (if available, you must affirmatively opt out of any such training or improvement features and send us confirmation of same upon request); (iv) you do not use AI Technology (1) for consumer-facing, client-facing or other external communications, content or materials, (2) for marketing analytics, targeting, lead qualifying, profiling or other activities involving clients or third parties, (3) in violation of any Law, (4) in a manner that may cause physical or psychological harm or materially impact the health, safety or fundamental rights of any natural Person or (5) in any other manner prohibited by the Manual; and (v) you maintain commercially reasonable security measures to prevent unauthorized access to or disclosure of any data processed through such AI Technology and immediately notify us of any suspected or actual data breach, security incident or unauthorized use involving AI Technology.
- (e) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems and attacks by unauthorized Persons. Upon request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions. ***We and our affiliates: (i) make no representations or warranties that the Technology Systems will be free from defects or that your use of the Technology Systems will be uninterrupted or error-free; and (ii) have no liability for any indirect, consequential, incidental, special or punitive damages (including damages associated with loss of use, interruption of business, loss of data or loss of profits) arising from or relating to the Technology Systems.***
- (f) Third-Party Technology. You understand and agree that we and our affiliates: (i) do not own certain Technology Systems (or components thereof) you must use to operate your ALL Business (i.e., Third-Party Technology); and (ii) have no liability to you for any Losses you incur as result of Third-Party Technology not functioning properly. Accordingly, you hereby: (i) waive any and all Claims against us or our affiliates relating to Third-Party Technology; and (ii) acknowledge your sole recourse for any Losses you incur due to improperly functioning Third-Party Technology shall be against the owner or licensor of such Third-Party Technology.
- (g) Email Accounts & Phone Numbers. At no additional charge beyond our standard technology fee, we provide you with: (i) your ASSISTED LIVING LOCATORS® email addresses (“ALL

Email Addresses”); and (ii) the primary phone number associated with your Business (the “Designated Phone Number”). If we do not provide you with the Designated Phone Number, you must notify us of the Designated Phone Number you intend to use. You must exclusively use the: (i) Designated Phone Number as the primary phone number associated with your Business; and (ii) ALL Email Addresses for all email communications with us, clients, Senior Communities, Referral Sources, Senior Care Providers, suppliers and other Persons relating to your Business. You may not use them for any purpose unrelated to your Business. Your advertising may not list any email address or phone number other than the ALL Email Addresses and Designated Phone number. We own all ALL Email Addresses and the Designated Phone Number but allow you to use them during the Term. We also own any other phone number you list in advertising (even if not authorized by us). If we provide the Designated Phone Number, we may either: (i) require you to pay monthly phone charges directly to the provider; or (ii) pay your monthly phone charges on your behalf and add such charges to your technology fee. You must save all emails to or from an ALL Email Address on the Assisted Living Locators server and we have the independent right to view them at any time.

- (h) **Fees & Costs.** You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading Technology Systems. Certain Technology Systems must be purchased or licensed from third-party suppliers. We and/or our affiliate may develop proprietary Technology Systems (or components thereof) that become part of our System. If this occurs, you agree to: (i) pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon request, sign our prescribed form of license agreement governing use of proprietary Technology Systems (or components thereof). We may enter into master agreements with licensors of Third-Party Technology and charge you for amounts we pay them based on your use of their Third-Party Technology. We may charge you a technology fee, which includes all amounts you pay us and our affiliates relating to Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to suppliers of Third-Party Technology. The technology fee may change based on changes to Technology Systems or prices charged by third parties with whom we enter into master agreements. Although we do not currently do so, we may include within the technology fee a reasonable administrative fee for the time, money and resources we invest to administer the technology platform and associated components, negotiate and manage contracts with third-party licensors, and collect and remit technology fees owed to third-party licensors on behalf of franchisees under master license arrangements. The technology fee does not include amounts you pay directly to third-party suppliers. The technology fee is due on each royalty fee due date or as we otherwise specify. We list the current technology fee in the Manual, but we will not require you to pay a technology fee in excess of \$750 per month (per block of four (4) users) during the current Term of this Agreement. Our current technology fee covers the following technology-related goods and services and includes the following initial and ongoing fees:

TECHNOLOGY FEES*			
Licensed Product or Software	Description of Licensed Product or Software	Initial Fee	Ongoing Fee
CRM	Our designated business management software you will use to operate your Business	\$495 initial setup fee (due when you sign Franchise Agreement)	\$250 per month for each block of 4 user licenses (due on 1 st day of month)
Google Workspace (formerly known as “G Suite”)	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	\$30 per month per account (due on 1 st day of month)

- * All fees described in the table comprise our current technology fee. We may increase: (a) the CRM license fee on an annual basis; and/or (b) the monthly fee for Google Workspace and other components of the technology fee upon 30 days' prior notice. We may substitute different third-party providers and you must implement such changes upon notice from us any pay all associated fees and charges.

11.14. System Programs.

- (a) Generally. We may periodically develop and implement Strategic Relationship, referral, loyalty and other system-wide programs. You must fully participate in all programs we designate as mandatory. In order to participate you must: (i) comply with all policies and procedures we establish for program participation; (ii) purchase or license and utilize all equipment, software, mobile applications, technology and others items we designate as being necessary for program participation and pay all associated fees and costs; and (iii) pay a third party we designate, all program fees, contributions or other amounts we require for program participation (collectively, "Program Participation Rules"). Program Participation Rules may be set forth in the Manual. We may change Program Participation Rules at any time and you must comply with the change. We may develop and implement new or successor programs and/or modify or terminate existing programs at any time.
- (b) Referral Program. From time to time, you may be required to work with another ALL Business in order to place a client with a Senior Community located in the territory assigned to such other ALL Business. We have developed policies and procedures for these situations, referred to as our "Referral Program". Our Referral Program establishes a framework for ALL Businesses to work together in a collaborative manner to achieve the best result for client. Under the Referral Program, you and other ALL Businesses are free to enter into a written agreement identifying a mutually agreed upon fee split. In the absence of a prior written fee split arrangement, the placement fee will be shared according to the then-current fee sharing provisions of our Referral Program. You and all other ALL Businesses must comply with our Referral Program. The Referral Program, and our policies and procedures pertaining to the Referral Program, are set forth in the Manual. We reserve the right to modify the Referral Program from time to time. However, we will not modify the fee split unless 51% of all participating ALL Businesses vote in favor of the modification. A "participating" ALL Business is any ALL Business that actually casts a vote at the time and in the manner that we establish for the vote. Each ALL Business is entitled to one (1) vote, regardless of how many franchises and/or territories are owned and operated by such ALL Business.

11.15. Code of Conduct. You must operate your Business in a manner consistent with the Code of Conduct we establish from time to time. Code of Conduct violations may be identified by us or other franchisees. Any dispute involving an alleged Code of Conduct violation will be resolved pursuant to the dispute resolution provisions in §23 unless you and we mutually agree in writing to resolve the dispute through binding arbitration conducted by a peer group of Assisted Living Locators franchisees established specifically for purposes of dealing with potential Code of Conduct violations (the "Peer Group"). If binding arbitration is conducted by a Peer Group, all parties agree to honor the decision rendered by the Peer Group and hereby waive any right to appeal the Peer Group's decision. You and we shall hold the Peer Group harmless for the decision rendered, and the Peer Group will render a binding and legally enforceable decision that may be confirmed by a court of competent jurisdiction. Neither your nor our attorney may participate in the Peer Group arbitration process. The party filing the arbitration with the Peer Group must bear the cost of the arbitration fees or costs. However, the Peer Group has discretion to award to the prevailing party all costs of the proceedings, including the cost of the Peer Group participation and any fines or additional costs. Peer Group arbitration is only available for Code of Conduct disputes, and only for a maximum of two (2) identical disputes (meaning a dispute involving the same parties and same nature of the dispute). A third (3rd) Code of Conduct dispute between the same parties involving the same nature of dispute will be resolved pursuant to the dispute resolution provisions in §23. Additional details regarding the

policies and procedures governing Code of Conduct arbitration proceedings may be set forth in the Code of Conduct.

11.16. Hours of Operation. Your Business must be open for business during the minimum days and hours of operation set forth in the Manual, subject to any conflicting requirements imposed by Law. You must establish specific days and hours of operation and submit them to us for approval. You understand your clients may require assistance outside normal business hours. You must ensure that at all times that you are available to assist clients outside your normal business hours. As long as you contract with a call center we designate or approve and pay the associated fees, you are deemed in compliance with your obligation to answer phones outside of normal business hours.

11.17. Standards of Service & Professionalism. You must treat your employees and clients, and our staff, with honesty and respect. You and your staff must provide prompt, friendly service to all clients and ensure all client interactions are conducted in a dignified, professional and ethical manner.

11.18. Client Complaints. You must respond to all complaints by clients or prospective clients within 48 hours of receipt of the complaint. You must follow the complaint resolution process we specify to protect the goodwill associated with the Marks. If (a) we receive a client complaint regarding your Business and (b) we decide to provide the client with assistance or support (either directly or through another ALL Business) in response to the complaint, we may charge you a client support fee calculated as 150% of the actual costs incurred by us or such other ALL Business to provide such ALL Services or support to the client in response to the complaint; *provided, however*, that we do not intend to charge you these amounts unless there are persistent or recurring complaints.

11.19. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and goodwill associated with the Marks. If we notify you of a breach of our standards or operating procedures (including failure to submit required reports in a timely manner or violation of our Franchisee Code of Conduct) and you fail to cure within the time period we prescribe, we may (in addition to our other remedies under this Agreement) impose a noncompliance fee of up to \$2,500 per occurrence. We may impose a separate \$2,500 fee every 48 hours the same noncompliance issue remains uncured after we impose the initial fee. Notwithstanding the above, if you fail to complete a required background check on an employee, we may impose a noncompliance fee of \$1,000 per day until the background check is completed. Any noncompliance fees we collect are paid in consideration of us refraining from exercising our contractual right to terminate this Agreement. If you fail to cure a breach before the expiration of the cure period (if any) and we take steps to cure the breach (for example, obtaining required insurance coverage on your behalf or paying amounts you owe to system suppliers), then you must: (a) reimburse all costs and expenses we directly or indirectly incur in connection with our efforts to cure the default; and (b) pay us an administrative fee calculated as 20% of the total amount of such costs and expenses. Your payment of noncompliance fees and default expense reimbursements does not preclude us from terminating this Agreement in accordance with §21.2 if the default continues after we collect these amounts. We will deposit noncompliance fees into the brand fund.

12. MINIMUM PERFORMANCE REQUIREMENTS. Commencing with the first (1st) anniversary of your opening date, you must complete at least 18 new client placements during each subsequent six (6) month period (the “Minimum Placement Criteria”). If you fail to comply with the Minimum Placement Criteria, we may, at our option, elect to: (a) reduce the size of your Territory (with a corresponding reduction to your Minimum Placement Criteria); (b) eliminate or modify your territorial rights and protections; or (c) terminate this Agreement.

13. FRANCHISE ADVISORY COUNCIL. We may, but need not, create a franchise advisory council (FAC) to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider all suggestions in good faith but are not bound by them. The FAC would be established and operated according to rules and regulations we periodically prescribe or approve, including procedures governing the selection of FAC representatives to communicate with us on matters raised by the FAC. You are eligible to be appointed as an FAC member as long as you are in good standing with us (subject to any representative election requirements in the FAC bylaws). Except as

otherwise prohibited by the FAC bylaws, we may change or dissolve the FAC in our discretion.

14. FEES

- 14.1. Initial Franchise Fee.** You agree to pay us an initial franchise fee in the amount set forth in Part B of ATTACHMENT "A" in one lump sum at the time you sign this Agreement.
- 14.2. Business Set-Up Fee.** You agree to pay us a \$10,000 business set-up fee in one lump sum at the time you sign this Agreement.
- 14.3. Royalty Fee.** Commencing with the date you open your Business, you must pay us a monthly royalty fee equal to the greater of: (a) 8% of Gross Invoiced Revenue; or (b) the minimum royalty fee. The royalty fee is due on the 20th day of each month for Gross Invoiced Revenue generated during the immediately preceding month. We may change the royalty fee due date at any time upon 30 days' prior notice. The "minimum royalty fee" varies based on the number of months that have elapsed from your opening date, as further described in the table below:

Months after Opening Date	Minimum Royalty Fee
Months 1 (full or partial) and 2	\$0 per month
Months 3 through 12	\$500 per month
Months 13 through 24	\$800 per month
Months 25 through 36	\$1,100 per month
Months 37 through end of Term	\$1,400 per month

- 14.4. Collection Fee.** If we collect payment on your behalf for customers who are delinquent in their payment of 90 days or more past the contract term, we may retain up to 35% of gross amounts collected on your behalf.
- 14.5. Other Fees & Payments.** You must pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in §14. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based on goods or services you sell or goods or services we furnish to you, excluding income taxes imposed on us based on fees you pay us under this Agreement.
- 14.6. Due Date & Late Fee.** Payments are due 10 days after invoicing unless otherwise specified. If any sum due under this Agreement is not received by us when due or there are insufficient funds in your Account to cover the sum when due, then in addition to this sum you must pay us a late fee equal to 10% of the past due amount plus default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law. We will not impose a late fee or charge default interest for any amount paid pursuant to §14.7 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payment when due; *provided, however*, that if we are unable to determine the amount due because you fail to record sales or submit Gross Invoiced Revenue reports in a timely manner, we may assess a late fee and default interest on the entire amount that was due. This §14.6 does not constitute our agreement to accept late payments or extend credit to you. Fees are nonrefundable unless otherwise noted.
- 14.7. Method of Payment.** No later than 15 days after the Effective Date, you must complete and send us a signed ACH Agreement authorizing us to electronically debit your designated Account for all amounts owed to us and our affiliates on the applicable due date, excluding amounts due less than 15 days after the Effective Date. You must sign all other documents required by us or your bank to enable us to debit your Account for amounts owed. You must sign and deliver to us any other documents we or your bank may require to authorize us to debit your Account for these amounts. You must immediately notify us of any change in your banking relationship, including changes in account numbers. You must deposit all revenue generated by the Business into the Account no later than three (3) business days after receipt (including cash, checks and credit card receipts) and ensure sufficient funds are available for withdrawal before each payment due date. If there are insufficient

funds in your Account, any excess amounts you owe will be payable upon demand together with any late fee imposed pursuant to §14.6. You may not assign or pledge any current or future accounts receivable to another Person without our prior consent.

15. BRAND PROTECTION COVENANTS.

- 15.1. Reason for Covenants.** The Intellectual Property, training and assistance we provide would not be acquired except through implementation of this Agreement. You agree that competition by you, the Owners or Persons associated with you or the Owners (including family members) could seriously jeopardize our franchise system because you and the Owners receive an advantage through knowledge of our day-to-day operations and Know-how. You and the Owners agree to comply with the covenants in §15 to protect the Intellectual Property and our franchise system.
- 15.2. Intellectual Property & Confidential Information.** You and the Owners agree to: (a) refrain from using any Intellectual Property or Confidential Information in any business or for any purpose other than the operation of your ALL Business pursuant to this Agreement; (b) maintain the confidentiality of our Confidential Information at all times; (c) refrain from making unauthorized copies of documents containing Confidential Information; (d) take all steps we reasonably require to prevent unauthorized use or disclosure of Confidential Information; and (e) stop using the Intellectual Property and Confidential Information immediately upon the expiration, termination or Transfer of this Agreement (any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement must stop using the Intellectual Property and Confidential Information immediately at the time he or she ceases to be an Owner).
- 15.3. Unfair Competition.** You and the Owners may not engage in any Prohibited Activities during the Term or Post-Term Restricted Period. Notwithstanding the foregoing, you and the Owners may have an interest in a Competing Business during the Post-Term Restricted Period as long as the Competing Business does not place clients with Senior Communities located in the Restricted Territory. If you or an Owner engage in a Prohibited Activity during the Post-Term Restricted Period (except as permitted by this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity. For purposes of clarity, you and the Owners remain bound by non-competition covenants in other Definitive Agreements that remain in effect for a period of time that extends beyond the expiration of the Post-Term Restricted Period under this Agreement, and the expiration of the Post-Term Restricted Period under this Agreement does not diminish your or the Owners' obligation to comply with such covenants.
- 15.4. Family Members.** Because (a) an Owner could circumvent the intent of §15 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child or grandchild) and (b) it would be difficult for us to prove whether the Owner disclosed Confidential Information to the family member, each Owner agrees that he or she will be presumed to have violated the terms of §15 if any member of his or her immediate family engages in any Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses Confidential Information. However, the Owner may rebut this presumption with evidence conclusively showing he or she did not disclose Confidential Information to the family member.
- 15.5. Employees.** All employees, officers, directors, independent contractors and other Persons associated with you or your Business must sign and send us a Confidentiality Agreement before accessing our Confidential Information. You must: (a) use best efforts to ensure these individuals comply with the Confidentiality Agreements; (b) immediately notify us of any breach that comes to your attention; and (c) reimburse all expenses we incur to enforce a Confidentiality Agreement, including attorneys' fees and court costs.
- 15.6. Covenants Reasonable.** You and the Owners agree that: (a) the covenants in §15 are reasonable both in duration and geographic scope; (b) our use and enforcement of similar covenants with other franchisees benefits you and the Owners by preventing them from unfairly competing with your Business; and (c) you and the Owners have sufficient resources, business experience and opportunities to earn an adequate living while complying with the covenants in §15.

15.7. Breach of Covenants. You and the Owners agree that: (a) any breach of §15 is likely to cause substantial and irreparable damage to us and/or other franchisees for which there is no adequate remedy at Law; and (b) we are entitled to injunctive relief if you or an Owner breach §15, together with any other relief available at equity or Law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires us to post a bond despite our agreement to the contrary, the bond amount may not exceed \$1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at Law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

16. YOUR OTHER RESPONSIBILITIES

16.1. Insurance. For your protection and ours, you agree to maintain the following insurance policies:

- (a) General Liability Occurrence coverage form in the minimum amount of \$1,000,000 for each claim limit BI / PD, \$3,000,000 general aggregate limit of liability and \$1,000,000 non-owned / hired auto liability;
- (b) Professional Liability Occurrence coverage form in the minimum amount of \$1,000,000 for each professional incident and \$3,000,000 professional aggregate limit;
- (c) Commercial Umbrella insurance with minimum liability protection of \$1,000,000 combined single limit per occurrence and \$3,000,000 in the aggregate;
- (d) Worker's Compensation insurance and Employer's Liability insurance as required by law; and
- (e) any other insurance that we specify in the Manual from time to time.

If you lease a vehicle for your Business you are required to have a commercial auto policy. If you elect to continue your personal auto insurance policies, a "Business Use Endorsement" is required to be added to your automobile insurance policy with liability limits of at least \$250,000/\$500,000 split limits or \$500,000 Combined Single Limit. As of the Effective Date, we require that you purchase our required policies through our designated insurance broker, Eaton-Provident Group, LLC. In addition to the required coverage outlined above, we also recommend, but do not currently require, Sexual Abuse/Molestation, Privacy and Cyber Liability and Business Interruption insurance. You agree to provide us with proof of coverage on demand. All policies must be issued by licensed insurance carriers rated A or better by AM Best. Each policy must satisfy all requirements in the Manual and be endorsed to: (a) name "ALL Franchising, LLC, 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251" as an additional insured; (b) waive all subrogation rights against us; and (c) provide us with at least 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy. We may disapprove any policy that fails to meet these criteria, and you must immediately secure a new policy meeting our criteria. The description of operations box on the certificate must read: Senior Referral Agency. You must obtain and keep in force a Commercial Liability policy of insurance protecting you and us as an additional insured against claims arising out of actions of yours. You must obtain all required insurance and provide us with copies of certificates of insurance listing the policies and liability limits, prior to completion of our initial training program. Thereafter, you must provide us within copies of certificates of insurance: (a) on each anniversary of your opening date; and (b) within 30 days of your purchase or renewal of any insurance policy. Upon 10 days' notice, we may increase the minimum liability coverage amount and/or require different or additional types of insurance due to inflation, special risks, changes in Law or standards of liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain a required policy we may, at our option, obtain the policy on your behalf. If we do so, you must promptly sign any application or other form required to obtain the policy and reimburse all premiums and other costs we incur. You may purchase any additional insurance you deem appropriate.

16.2. Books & Records. You must prepare complete and accurate books, records, accounts and tax returns pertaining to your Business (including all Business Records) and keep copies for at least five (5) years after their preparation. We may require you to prepare your books and records in compliance with our bookkeeping and accounting standards and policies in the Manual. You must maintain, and

send to us upon request, a written list of all of current, former and prospective clients, Referral Sources, Senior Communities and Senior Service Providers. You must send us copies of: (a) all client contracts within five (5) days of their execution; (b) all federal, state and local income, sales and property tax returns relating to the Business at the time they are filed; and (c) any other books and records we designate within seven (7) days of our request. You must also obtain any necessary signed consents from clients in order for you to share their contracts and information with us.

16.3. Reports.

- (a) Generally. You must prepare all reports we require in the form and manner we specify. You must send us copies of required reports upon request. We may independently access your Technology Systems to retrieve and compile Business Data and generate any reports we deem appropriate, including Gross Sales reports.
- (b) Report of Initial Investment Costs. To assist us in updating our Franchise Disclosure Document, you must complete and send us a report, in the form we designate, listing all expenses you incur to develop and open your ALL Business. You must send us the completed report within 60 days after the opening date of your ALL Business.
- (c) Revenue Reports. No later than each royalty fee due date, you must prepare and send us a statement of your Gross Invoiced Revenue and Gross Collected Revenue for the prior reporting period. If you miscalculate Gross Invoiced Revenue, you must notify us of the error before the end of the next reporting period. Otherwise, you will not be entitled to a refund or credit of fees paid to us based on previously reported Gross Invoiced Revenue.
- (d) Advertising Expenditure Reports. No later than the 10th day of each month, you must prepare and send us a monthly report detailing your expenditures incurred during the prior month on local advertising required by §10.3(a). All advertising expenditure reports must include copies of receipts for the reported expenditures.

16.4. Financial Statements. You must prepare and send us: (a) a quarterly balance sheet and profit and loss statement for your Business no later than 30 days after the end of each calendar quarter; and (b) an annual balance sheet and profit and loss statement for your Business no later than 90 days after the end of each calendar year. Financial statements must be: (a) verified and signed by you certifying to us that the information is true, complete, and accurate; (b) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (c) submitted in any format we reasonably require. We may require that your financial statements be reviewed or audited by a certified public accountant if you submit materially inaccurate financial statements on a prior occasion. You must send us a copy of any financial statement required by this Section upon request. You hereby authorize us to disclose Operational Data to prospective franchisees, Governmental Authorities and other Persons for any reasonable business purpose, provided the disclosure is not prohibited by applicable Law.

16.5. Legal Compliance. You must secure and maintain throughout the Term all required Licenses and operate your Business in compliance with all applicable Laws. You must procure, and maintain throughout the Term, any surety bond, fidelity bond or other form of financial security required by Law (or that we require in our reasonable discretion).

16.6. Reportable Events. You must notify us within two (2) business days after you become aware of any of the following (each, a "Reportable Event"): (a) the occurrence of an incident involving significant personal injury; (b) the issuance of a citation or notice of violation by a Governmental Authority (or the commencement of an inquiry you believe is reasonably likely to lead to a citation or notice of violation) relating to a health or safety matter involving your Business; (c) a cancellation, termination or non-renewal of a required License; (d) the commencement (or written threat) of an action, suit or proceeding against you, your Owners and/or your Business that is reasonably likely to materially and adversely affect you, your Business or the goodwill associated with the Marks; or (e) a conviction or indictment of an Owner for a felony or other crime reasonably likely to materially and adversely affect you, your Business or the goodwill associated with the Marks.

16.7. Ownership & Protection of Business Data & Client Relationships.

- (a) **Ownership & Use.** We exclusively own all: (i) Business Data (whether collected by you, us or another Person) and Business Records, which are part of our Intellectual Property; and (ii) client and Senior Community relationships and accounts. We license you the right to use the Business Data, Business Records, client/Senior Community relationships and accounts solely for purposes of operating the Business in compliance with this Agreement.
- (b) **Protection.** You must protect Client Data with a level of control proportionate to the sensitivity of data. You must comply with all applicable privacy Laws, data protection Laws and our data processing and data privacy policies in the Manual (if any). Upon request, you must sign any data processing or data privacy agreement required by Law (or required by us). You may not enter Business Data into public/open AI models or any other AI model that uses such information to train the AI without our prior approval.
- (c) **Protected Health Information.** If required by Law (or if we so request) you agree to: (i) sign our most current form of Business Associate Agreement set forth in the Manual to protect sensitive “protected health information” (as defined by HIPAA); and (ii) use a HIPAA-compliant form of Business Associate Agreement with all “business associates” (as defined by HIPAA) with whom you share protected health information. We may require you to sign updated versions of our Business Associate Agreement that reflect our most current terms and conditions.
- (d) **PCI-DSS.** You agree to: (i) adhere to all applicable compliance standards established by PCI-DSS; (ii) establish appropriate administrative, technical and physical controls consistent with Law and PCI-DSS to preserve the security and confidentiality of credit card information (in any form) that you store, process, transmit or come in contact with; (iii) promptly notify us if you suspect, or there has been, a security breach or potential compromise of credit card information; (iv) send us updates regarding the status of PCI-DSS via completed PCI AOC (Attestation of Compliance), PCI-DSS SAQ (Self-Assessment Questionnaire) or other mutually-agreed method; and (v) promptly notify us of any PCI-DSS noncompliance to discuss your remediation efforts and timeline.
- (e) **Data Breach.** In the event of a data breach, we reserve the right to exclusively control the response, but we have no liability to you for any damages arising from the data breach. You must cooperate with us and follow our instructions relating to the data breach.

17. INSPECTION AND AUDIT

17.1. Inspections. For quality control purposes and to ensure compliance with this Agreement, we (or our representative) may enter your office, evaluate your operations, inspect your books, records, accounts and tax returns and take pictures and/or video of your office, staff and Business operations. The scope of the inspection may include, among other things:

- (a) examining and copying your books, records, accounts and tax returns;
- (b) auditing your use of AI Technology and related data handling practices;
- (c) inspecting and testing your equipment;
- (d) monitoring your operations and interactions with clients and Senior Communities; and
- (e) contacting your employees, clients, Senior Communities, Referral Sources and Senior Care Providers.

We may conduct inspections at any time without prior notice, but we will provide you reasonable prior notice before inspecting your home office. We (or our representative) will use reasonable efforts to minimize any interference with the operation of your Business. You and your employees must cooperate and not interfere with the inspection. You consent to us accessing your Technology Systems to retrieve Business Data. You must reimburse all Travel Expenses and other costs we incur to conduct an inspection to verify whether you remedied: (a) a health or safety issue identified by a Governmental Authority; or (b) a breach of system standards we bring to your attention. We bear the

cost of all other inspections.

- 17.2. Audit.** We may audit your books and records at any time. You must fully cooperate with us and any Person we hire to conduct the audit. If an audit reveals an understatement of Gross Invoiced Revenue, you must immediately pay us all additional fees you owe together with any late fee imposed pursuant to §14.6. You must pay us \$2,500 and reimburse the cost of any audit (including reasonable accounting and attorneys' fees and Travel Expenses incurred by us or the auditor) that: (a) is required due to your failure to provide information we request, preserve records or file reports as required by this Agreement; or (b) reveals you understated amounts owed to us by at least 2% (if unintentional) or by any amount (if intentional). We bear the cost of all other audits. Your payment of the fee and reimbursement of audit costs does not preclude us from terminating this Agreement.

18. INTELLECTUAL PROPERTY

- 18.1. Ownership & Use.** You acknowledge that: (a) we are (or our affiliate is) the exclusive owner of the Intellectual Property and the associated goodwill; and (b) your right to use the Intellectual Property is derived solely from this Agreement and is limited to a license to operate your ALL Business during the Term pursuant to, and only in compliance with, this Agreement and the Manual. You may not use the Intellectual Property relating to the sale of unauthorized goods or services or in any manner not expressly authorized by us. Any unauthorized use of the Intellectual Property is an infringement of our rights. You must comply with all provisions in the Manual governing use of the Intellectual Property. You will not acquire any goodwill, title or interest in or to the Intellectual Property. Any goodwill arising from your use of the Marks insures exclusively to us (or our affiliate) with no obligation to pay you compensation attributable to any goodwill from your use of the Marks.
- 18.2. Intellectual Property Changes.** We may change the Intellectual Property at any time in our sole discretion, including the Copyrighted Materials, Know-how, Marks and/or System. You must implement all Intellectual Property changes we require in accordance with our instructions. If we require you to discontinue use of our primary Mark, ASSISTED LIVING LOCATORS[®], we will reimburse your reasonable documented expenses of compliance (changing signage, brochures, stationary, etc.). Other than the foregoing reimbursement obligation, we have no liability to you for any expenses, Losses you incur (including loss of goodwill associated with a Mark) due to a change to the Intellectual Property.
- 18.3. Use of Marks.** You agree to: (a) use the Marks as the sole identification of your ALL Business; *provided, however*, that you must identify yourself as the independent owner of your ALL Business in the manner we prescribe; (b) prominently display the Marks in the manner we prescribe on or in connection with any advertising, promotional materials, displays, receipts, stationery and forms we designate to give notice of trademark and service mark registrations and copyrights; and (c) obtain any fictitious or assumed name registrations required by applicable Law. You may not: (a) use the Marks in any modified form or as part of a corporate or trade name or with any prefix, suffix, or other modifying words, designs or symbols (other than logos we license to you); (b) use the Marks when signing a contract, lease, check or other agreement or in any other manner that may cause confusion or imply we are liable for your obligations; (c) register or attempt to register a Mark, or a trademark confusingly similar to a Mark, with a Governmental Authority; or (d) challenge or contest the validity or ownership of our Marks.
- 18.4. Tradename.** You must obtain a tradename (i.e., a fictitious or assumed name) registration if required by applicable Law. The tradename must be for "ASSISTED LIVING LOCATORS of (name of your Territory or other geographic descriptor)". Your tradename will either be determined by us, or proposed by you and approved by us. In either case, we identify your tradename in the Tradename Approval Notice we send to you. You may not use any tradename we have not approved. You must surrender and cancel the tradename upon the termination, expiration or Transfer of this Agreement.
- 18.5. Use of Know-how.** We disclose our proprietary Know-how to you during training programs, in the Manual and through other guidance furnished during the Term. All data entered into CRM regarding your clients, Senior Communities, Referral Sources and Senior Care Providers is deemed our Know-how. You do not acquire any interest in the Know-how other than the right to use it solely for

purposes of developing and operating your ALL Business in compliance with this Agreement and the Manual during the Term.

18.6. Improvements. If you (or your Owner or employee) conceive of or develop an Improvement, you must send us a notice describing the Improvement. You must obtain our approval prior to using the Improvement. You or your Owner or employee, as applicable, must assign to us or our designee, without charge, all rights to any Improvement we approve, including the right to grant sublicenses. If applicable Law precludes assigning ownership to us, you or your Owner or employee, as applicable, must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.

18.7. IP Disputes. You must immediately notify us of any IP Dispute. You may not communicate with any Person other than us and our counsel in connection with the IP Dispute. We have sole discretion in deciding what action, if any, to take in response to an IP Dispute. We exclusively control all litigation and other proceedings relating to IP Disputes. You must execute all documents, render all assistance, and perform all acts that our counsel deems necessary or advisable to protect or maintain our interest in the proceeding and/or protect the Intellectual Property

19. INDEMNITY. You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses they incur as a result of or in connection with:

- (a) the marketing, use or operation of your Business, including Claims brought by any of your clients, Senior Communities, Referral Sources or Senior Care Providers;
- (b) the breach of a Definitive Agreement committed by you or your Owner or affiliate;
- (c) the breach of an agreement with a third party committed by you or your Owner or affiliate;
- (d) any conduct, act or omission of you or any of your Owners or employees;
- (e) any representations you or your Owner make to a transferee in connection with a Transfer;
- (f) any Claim relating to taxes or penalties a Governmental Authority assesses against us as a direct result of your failure to pay or perform functions required of you under this Agreement;
- (g) libel, slander or disparaging comments made by you or your Owners, officers, employees or independent contractors regarding the System, an ALL Business or an Indemnified Party (this provision does not apply to disclosure of truthful information to Governmental Authorities);
- (h) any labor, employment or similar type of Claim pertaining to your employees (including Claims alleging we are a joint employer of your employees) or our relationship with you or your Owners (including Claims alleging we are an employer of you and/or any of your Owners); or
- (i) any actions, investigations, rulings or proceedings conducted by any Governmental Authority (including the United States Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board) relating to your employees.

You must immediately notify us of a Claim or proceeding described above. The Indemnified Parties have the right, in their sole discretion, to: (a) retain counsel of their choosing to represent them; (b) control the response thereto and defense thereof; and (c) settle the Claim. You may participate in the defense at your expense. You must cooperate with the Indemnified Parties and reimburse all Losses they incur to defend the Claim including mediation, arbitration or court expenses, expert fees and Travel Expenses incurred by attorneys or expert witnesses to attend proceedings or hearings relating to the matter. Your indemnification obligations survive and remain in effect after the Transfer, termination or expiration of this Agreement.

20. TRANSFERS

20.1. By Us. We have the unrestricted right to assign this Agreement to any Person without prior notice to you; *provided, however*, that we will remain liable for obligations we incur prior to the assignment date. We may also delegate any of our obligations under this Agreement.

20.2. By You. The rights and duties created by this Agreement are personal to you and the Owners. We are granting you franchise rights in reliance upon the character, skill, attitude, business ability and

financial resources of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in a Transfer (other than a Permitted Transfer) without our prior approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement. We will not unreasonably withhold our approval of a proposed Transfer if all of the following conditions are satisfied:

- (a) you send us a notice describing the terms and conditions of the proposed Transfer along with our current form of Franchise Application, completed by the proposed transferee;
- (b) we believe the proposed transferee has sufficient business experience, aptitude and financial resources to own and operate an ALL Business and meets our minimum criteria for franchisees;
- (c) you and your affiliates and Owners are in full compliance with all Definitive Agreements;
- (d) the transferee's owners successfully complete, or make arrangements to attend, the initial training program and the transferee pays us any applicable training fee;
- (e) the transferee and its owners obtain all Licenses and bonding necessary to lawfully to own and operate the ALL Business;
- (f) the transferee: (i) assumes your obligations under this Agreement and other Business-related contracts (including Client Agreements, Marketing Agreements, Referral Services Agreements, technology contracts and other contracts); and (ii) signs any agreement we require to confirm the foregoing;
- (g) the transferee and its owners sign our then-current form of franchise agreement (unless we instruct you to assign this Agreement to the transferee) except that: (i) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement unless we specify otherwise; and (ii) the transferee need not pay a separate initial franchise fee (we may adjusted the Territory based on our then-current territory guidelines and criteria);
- (h) you pay us a \$10,000 transfer fee (reduced to \$5,000 if the transferee is an existing Assisted Living Locators franchisee) to defray our Transfer-related expenses (if our broker finds the transferee, you must also reimburse any commission we pay our broker);
- (i) you and your Owners sign a General Release;
- (j) you agree to subordinate the transferee's financial obligations owed to you to the transferee's financial obligations owed to us pursuant to the franchise agreement (we may require you to enter into a written subordination agreement);
- (k) we choose not to exercise our right of first refusal described in §20.5; and
- (l) you or the transferring Owner, as applicable, and the transferee satisfy all other conditions we reasonably require as a condition to approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any Claims we have against the transferor or our right to demand the transferee comply with all terms of the franchise agreement.

20.3. Permitted Transfers. You may engage in a Permitted Transfer without our prior approval, but you must: (a) give us at least 10 days' prior notice; and (b) upon our request, cause the former Franchisee Entity to sign a corporate guarantee in the format we require to secure performance of the new Franchisee Entity's financial obligations under all Definitive Agreements (if the Permitted Transfer results in a new Franchisee Entity). You and the Owners and transferee must sign a General Release and any documents we reasonably request to effectuate and document the Permitted Transfer.

20.4. Owner Death or Disability. Within 180 days after an Owner's death or permanent disability, the Owner's Equity Interest in the Business or Franchisee Entity must be Transferred to another Person in compliance with §20.2 or §20.3. An Owner is deemed to have a "permanent disability" only if he/she has a medical or mental problem preventing him/her from substantially complying with his/her obligations under this Agreement or operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

20.5. Our Right of First Refusal. If you or an Owner wish to engage in a Transfer, you or the Owner, as applicable, must obtain and send us a bona-fide offer executed by the purchaser after completion of due diligence. We have 30 days after receiving the offer to decide whether to purchase the interest for the same price and upon the same terms contained in the offer, except we may substitute cash for any non-cash form of payment proposed in the offer. If we notify you within the 30-day period that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have an additional 60 days to prepare for closing. You or the Owner, as applicable, must provide us with all customary representations and warranties regarding the title to and condition of the assets or Equity Interest that we purchase, or at our option, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to the terms of the offer, subject to the requirements of §20.2, including our approval of the transferee. If the sale is not completed within 120 days after we receive the offer, or there is a material change to the terms of sale, we will again have the right of first refusal specified in this Section. Our right of first refusal does not apply to Permitted Transfers.

21. TERMINATION

21.1. By You. You may terminate this Agreement if we fail to cure a material breach within 90 days after you send us a default notice specifying the nature of the breach. If you terminate pursuant to §21.1, you must still comply with your post-term obligations described in §22 (other than payment of liquidated damages) and all other obligations that survive the termination of this Agreement.

21.2. By Us. We may terminate this Agreement, effective upon delivery of a notice of termination, for any of the following reasons, all of which constitute material events of default and “good cause” for termination, and without opportunity to cure except for any cure period expressly set forth below:

- (a) if you are insolvent due to your inability to pay your debts as they become due;
- (b) if you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any Law, or you are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);
- (c) if your Business, or substantially all of its assets, are seized by a government official or taken over or foreclosed upon by a creditor, lienholder or lessor;
- (d) if a final judgment against you remains unsatisfied for 30 days unless a supersedes or other appeal bond has been filed;
- (e) if the Responsible Owner fails to satisfactorily complete initial training as required by §5.1;
- (f) if you fail to open your Business before the deadline set forth in §7.3;
- (g) if you abandon or fail to operate your Business for three (3) consecutive business days unless due to Force Majeure (in which case §25.6 governs) or another reason we approve;
- (h) if a Governmental Authority suspends or revokes a License required to lawfully operate the Business unless the suspension/revocation is overturned within 20 days thereafter;
- (i) if you operate the Business in a manner that presents a health or safety hazard to your clients, employees or the public (including engaging in unsafe, reckless or unlawful driving on multiple occasions while driving clients or while driving any vehicle that bears or displays our Marks) and fail to cure within 24 hours after notice from us;
- (j) if your Business offers unauthorized goods or services, fails to offer required ALL Services or conducts business outside your Territory (except as permitted by §3.3 or §3.4);
- (k) if you knowingly maintain false books or records;
- (l) if you underreport Gross Invoiced Revenue by at least 2% on two (2) or more occasions;
- (m) if you fail to pay any amount owed to us, our affiliate or an approved or designated supplier within 10 days after demand for payment (subject to your right to dispute, in good faith,

amounts owed to third-party suppliers in accordance with §11.11(d));

- (n) if you fail to timely notify us of a Reportable Event in accordance with §16.6;
- (o) if you (or an Owner) (i) are subject to a material administrative disciplinary action or (ii) plead no contest to, or are convicted of, a felony or other material crime;
- (p) if you (or an Owner) fail to comply with a material Law applicable to your ALL Business;
- (q) if you (or an Owner) commit an act that can reasonably be expected to materially and adversely affect the reputation of the System or goodwill associated with the Marks;
- (r) if you (or an Owner) submit a false report or make any other material misrepresentation to us;
- (s) if you (or an Owner) make an unauthorized Transfer;
- (t) if you (or an Owner) use the Intellectual Property in an unauthorized manner;
- (u) if you (or an Owner) breach a brand protection covenant in §15 or representation in §24.2;
- (v) if an Owner (or their spouse) breaches an Owner Agreement;
- (w) if you violate the Minimum Placement Criteria and we elect to terminate;
- (x) if we send you two (2) or more default notices within a 12-month period (even if cured);
- (y) if we (or our affiliate) terminate any Definitive Agreement due to a default committed by you (or your affiliate or an Owner); or
- (z) if you (or an Owner) breach any other provision of this Agreement, including any mandatory provision in the Manual, and fail to cure within 30 days after receipt of a default notice.

If we send you a default notice we may cease to perform our obligations under this Agreement until you cure the breach, unless our failure to perform would materially impair your ability to cure.

21.3. By Mutual Agreement. If you and we mutually agree in writing to terminate this Agreement, any notice or cure period that might otherwise apply shall be deemed waived.

22. POST-TERM OBLIGATIONS.

22.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (a) immediately cease use of the Intellectual Property;
- (b) comply with all post-term covenants described in §15 or an Owner Agreement;
- (c) cancel all fictitious or assumed name registrations relating to your use of the Marks;
- (d) cease all use of CRM and delete copies from your computer (you must allow us access to your computer to confirm removal of CRM);
- (e) provide us with a final accounting of your ALL Business and pay us all amounts you owe including, if applicable, liquidated damages pursuant to §22.2;
- (f) provide us with a list of current, former and prospective clients, Referral Sources, Senior Communities and Senior Care Providers;
- (g) comply with our data retention policies relating to Business Data;
- (h) transfer Client Data and Business Records to us or our designee;
- (i) upon our request: (i) assign all Client Agreements, Marketing Agreements and Referral Services Agreements we designate to us or another ALL Business we designate; and (b) help us notify and transition clients, Senior Communities, Referral Sources and Senior Care Providers to us or another ALL Business we designate;
- (j) cease all communications with current, former and prospective clients, Senior Communities and

Referral Sources except as necessary to comply with your obligations in §22.1;

- (k) cease to collect any placement fees or other amounts paid by Senior Communities after the date this Agreement terminates or expires (we have the exclusive right to collect all such payments, deduct all amounts owed to us and our affiliates, and remit any remaining balance to you);
- (l) comply with our instructions to return, destroy or transfer all copies of the Manual and Copyrighted Materials and all signs, brochures, advertising and promotional materials, forms and other materials bearing the Marks or containing Confidential Information;
- (m) remove wraps or other references to our Marks from vehicles used in the Business;
- (n) notify all telephone, listing and domain name registration companies of the termination or expiration of your right to use: (i) any telephone numbers and/or domain names associated with your ALL Business; and (ii) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the foregoing companies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct these companies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and
- (o) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

Subsections (k), (l), (m) and (n) do not apply if you Transfer your Business to an approved transferee. If an Owner transfers his or her entire Equity Interest in the Business or Franchisee Entity but you continue to operate the ALL Business pursuant to this Agreement, then this Section will not apply to you (or to any remaining Owner) and the former Owner is subject only to the obligations set forth in subsections (a) and (b). To facilitate our ability to ensure compliance with subsection (n), you must sign our required form of Power of Attorney – Telephone and Internet concurrently with the execution of this Agreement or at such other time we designate.

22.2. Liquidated Damages. You must pay us liquidated damages if either: (a) we terminate this Agreement due to your default; or (b) you terminate this Agreement in any manner other than as permitted by §21.1 or §21.3. Liquidated damages are calculated as the product of Average Monthly Fees multiplied by the lesser of (a) 24 or (b) the total number of full months remaining under the Term as of the termination effective date. “Average Monthly Fees” means the combined average monthly royalty fee and brand fund fee (without regard to any fee waivers or other reductions, and regardless of collection) imposed by this Agreement during the 12-month period preceding the termination date (or during the period of time you operated the Business if less than 12 months). Liquidated damages are due 30 days after we send you an invoice detailing our calculation of same. Liquidated damages are in addition to and not in lieu of: (a) any fees or other amounts incurred by you prior to the termination of this Agreement, all of which must be paid by you in accordance with the terms of this Agreement; or (b) any damages we or our affiliate incur as a result of your breach of this Agreement; *provided, however*, that we may not pursue a Claim against you for recovery of lost future profits if you pay us all liquidated damages owed when due. The parties agree the amount of liquidated damages set forth in this Section is in proportion to, and is necessary to protect, our legitimate interests, including: (a) encouraging our franchisees to commit to the 10-year franchise relationship in which both parties have already invested time and expense to develop; (b) the time and expense we will incur to ensure your timely and orderly departure from our franchise network and recruit a new franchisee to acquire franchise rights to the Territory; (c) protecting the reputation and goodwill associated with our Marks; and (d) partially compensating us for financial damages we expect to incur as a result of your breach or wrongful termination. If this liquidated damages clause is unenforceable under applicable Law, then we are only entitled to recover actual damages we incur as a result of your default or improper termination.

23. DISPUTE RESOLUTION.

23.1. Negotiation & Mediation. Except as otherwise provided below with respect to Excluded Claims, the parties shall attempt in good faith to resolve any Dispute through informal discussions and

negotiations. Your Responsible Owner (or other Person with authority to bind you) and our President (or other officer we designate) must meet in person in an attempt to resolve the Dispute before submitting the Dispute to mediation or litigation. If these efforts are unsuccessful, either party may submit the Dispute to mediation before a mutually-agreeable mediator prior to litigation. Mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. All negotiations and mediation proceedings (including discovery, statements and settlement offers): (a) are strictly confidential; (b) constitute “settlement negotiations” for purposes of federal and state rules of evidence; and (c) may not be admitted or used for any purpose in any court or arbitration proceeding (except evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in mediation). The mediator may not be called as a witness for any purpose in any court proceeding. Any Dispute involving Claims alleging a breach of §15, §18 and/or §22 (“Excluded Claims”) is not subject to mandatory negotiation or mediation unless both parties agree otherwise.

- 23.2. Litigation.** If a Dispute either (a) is not successfully resolved by mediation within 60 days after a party makes a demand for mediation or (b) involves an Excluded Claim, then either party may file a lawsuit in any state or federal court of general jurisdiction in accordance with the choice of venue provision below. The parties hereby express their clear and unequivocal intent that a court, rather than a mediator, has exclusive jurisdiction to decide the threshold issue of whether a Dispute involves an Excluded Claim (i.e., whether any Claim alleges a breach of §15, §18 or §22).
- 23.3. Venue.** All mediation and litigation will take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently Maricopa County, Arizona). The parties irrevocably waive any objection to such venue and consent to the jurisdiction of such courts.
- 23.4. Attorneys’ Fees & Costs.** If a Dispute is resolved through a judicial proceeding, the substantially prevailing party is entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees and court costs. In addition, if you or an Owner breach a Definitive Agreement, you must reimburse all reasonable legal fees and other expenses we incur as a result of the breach, regardless of whether the breach is cured prior to commencement of formal dispute resolution proceedings.
- 23.5. Waivers.** *Unless prohibited by applicable Law: (a) any Claim (other than for indemnification, payment of monies owed or an Excluded Claim) must be brought by filing a written demand for mediation (or if permitted, litigation) within one (1) year following the conduct, act, event or occurrence giving rise to the Claim, or the right to a remedy will be deemed forever waived and barred. We and you irrevocably waive: (a) trial by jury; (b) the right to litigate a Dispute on a class action basis; and (c) the right to claim for punitive, multiple, exemplary damages in connection with any Claim (other than an Excluded Claim or a Claim for indemnification).*
- 23.6. Liability Limitation.** All of our obligations and liabilities arising under, or otherwise related to, a Definitive Agreement will be our sole responsibility. Similarly, each of our affiliate’s obligations and liabilities arising under, or otherwise related to, a Definitive Agreement will be our affiliate’s sole responsibility. You and your Owners and affiliates acknowledge and agree that: (a) no owner, officer, director, employee, independent contractor or other representative of ours or our affiliate (our “Constituents”) have any personal liability to you or your Owners or affiliates as a result of any obligations or liabilities of ours or our affiliate arising under, or otherwise related to, a Definitive Agreement; (b) in connection with any Dispute, neither you nor any of your Owners or affiliates will file a Claim against, or personally name as a defendant (or in a similar capacity), any of our Constituents; and (c) your sole recourse shall be against us or our affiliate, as applicable.

24. REPRESENTATIONS.

- 24.1. Corporate.** You and the Owners jointly and severally represent and warrant to us that the execution and delivery of this Agreement, and the performance of your obligations hereunder, do not: (a) conflict with, breach or constitute a default under any agreement to which you are (or any affiliate of yours is) a party or by which your (or your affiliate’s) assets are bound; (b) violate any order, injunction, decree, judgment or ruling of a Governmental Authority; or (c) violate any applicable

Law. If the franchisee is an Entity, you and the Owners also jointly and severally represent and warrant to us that: (a) the Franchisee Entity is duly organized, validly existing and in good standing under the Laws of the state of its formation and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder; and (b) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement constitutes the legal, valid and binding obligation of, and is enforceable against, the Franchisee Entity in accordance with its terms.

- 24.2. Anti-Terrorism.** You and the Owners jointly and severally represent and warrant to us that, to the best of your and their knowledge: (a) no property or interest owned by you or any Owner is subject to being “blocked” under any Anti-Terrorism Law; (b) neither you nor any Owner, nor any of their respective funding sources (including any legal or beneficial owner of an Equity Interest in the Business or Franchisee Entity) or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (texts currently available at www.home.treasury.gov); and (c) you and the Owners are in compliance with, and shall continue to comply with, the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government. The foregoing representations and warranties are ‘continuing’ representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of an event or development of a circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

25. GENERAL PROVISIONS

- 25.1. Governing Law.** Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship are governed by the Laws of Arizona without reference to its principles of conflicts of law, but any Arizona Law that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.
- 25.2. Relationship of Parties.** Nothing in this Agreement creates a fiduciary relationship between the parties or is intended to make either party an agent, legal representative, partner or employee of the other party. Throughout the Term you must, in all dealings with third parties, conspicuously identify yourself as a franchisee and the independent owner of your ALL Business. You must include a written indication of independent ownership on all agreements, forms, letterhead, advertising materials, business cards and other materials that we specify. Neither party may: (a) make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other; or (b) represent that our relationship is other than franchisor and franchisee. Neither party is obligated by any agreement or representation made by the other party unless expressly authorized by this Agreement.
- 25.3. Severability.** Each section of this Agreement (and portion thereof) is severable. If applicable Law imposes mandatory terms that conflict with this Agreement, the terms required by such Law shall govern to the extent of the inconsistency. If a court concludes any promise or covenant in this Agreement is unreasonable or unenforceable, we or the court may modify such promise or covenant to the minimum extent necessary to make it enforceable.
- 25.4. Waivers.** Each party may waive any obligation imposed on the other party in writing. Neither party is deemed to have waived or impaired any of its rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement if the other party fails to comply with such terms, by virtue of: (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a party to exercise any right under this Agreement or require the other party to strictly comply with any term of this

Agreement; (c) our waiver, failure or refusal to exercise any of our rights with respect to other franchisees; or (d) our acceptance of payment from you after your breach.

- 25.5. Approvals.** Whenever this Agreement requires our approval, you must make a timely written request for approval. Our approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request.
- 25.6. Force Majeure.** Neither party is liable for loss or damage or deemed in breach of this Agreement if such party's failure to perform its obligations results from an event of Force Majeure; *provided, however*, that Force Majeure will not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may immediately terminate this Agreement by giving notice of termination to the other party.
- 25.7. Binding Effect.** This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor deemed, to confer any rights or remedies upon any Person not a party to this Agreement; *provided, however*, that the additional insureds listed in §16.1 and the Indemnified Parties are intended third-party beneficiaries under this Agreement with respect to §16.1 and §19, respectively.
- 25.8. Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY §11.1 AND §25.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. No email or informal electronic communication will modify this Agreement unless it is signed by both parties and expressly states it is intended to modify this Agreement. The attachments are part of this Agreement, which together with any Amendments or Addenda executed on or after the Effective Date, constitute the entire understanding and agreement of the parties. There are no other oral or written understandings or agreements between the parties about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 25.9. Good Faith Covenant.** If applicable Law implies into this Agreement a covenant of good faith and fair dealing, the covenant may not imply any right or obligation inconsistent with the express terms hereof. This Agreement, and the relationship of the parties inherent in this Agreement, grants us discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests. We will use our judgment to exercise this discretion based on our assessment of our own interests and balancing our interests against the interests of our franchisees, but without considering the individual interests of you or any other franchisee.
- 25.10. Rights are Cumulative.** The rights of the parties under this Agreement are cumulative and no exercise or enforcement by a party of any right or remedy under this Agreement precludes any other right or remedy available to such party under this Agreement or by Law.
- 25.11. Survival.** All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement or the Transfer of an Equity Interest in the Business or Franchisee Entity remain in effect subsequent to and notwithstanding its termination, expiration or Transfer until they are satisfied in full or by their nature expire, including §14, §15, §17, §19, §22, §23 and §24.

25.12. Construction. Headings are for convenience only and do not affect the meaning of the Section. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. All references to “including” shall be construed as references to “including, but not limited to”.

25.13. Time of Essence. Time is of the essence in this Agreement and every term thereof.

25.14. Notices. All notices and notifications given under this Agreement must be in writing and must be delivered by: (a) hand delivery; (b) registered or certified air mail, postage prepaid, return receipt requested; (c) special delivery service (*e.g.*, Federal Express, DHL, UPS, *etc.*); or (d) email, in each case to the following addresses (which may be changed upon 10 business days’ prior notice):

YOU: As set forth in Part A of ATTACHMENT "A"

US: ALL Franchising, LLC
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251
Attention: Legal Department
Email: Franchise@assistedlivinglocators.com

Notice is deemed given on the earliest to occur of: (i) the date delivered by hand; (ii) the third (3rd) business day after placed in the mail or provided to special delivery services in accordance with clause (b) or (c) above; or (iii) the first (1st) calendar day after sent by email.

25.15. Counterparts. This Agreement may be signed in multiple counterparts, each of which is deemed an original and all of which together constitute but one and the same document.

[Signature Page Follows]

The parties below have executed this Agreement effective as of the Effective Date first above written.*

FRANCHISOR:

ALL Franchising, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

YOU (If you are an entity):

_____,
a(n) _____

By: _____
Name: _____
Its: _____

YOU (If you are not an entity):

Name: _____

Name: _____

Name: _____

* Our delivery of a draft of this Agreement to you does not constitute an offer. This Agreement is not effective unless and until it is executed by both you and us.

ATTACHMENT "A"
TO FRANCHISE AGREEMENT
DEAL TERMS

A. Franchisee Details.

Name of Franchisee: [_____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes:** _____ **No:** _____

Type of Entity and State of Formation* (if applicable): [_____]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign the Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, include description of nature of interest)

Notice Address: [_____]

B. Initial Franchise Fee.

The initial franchise fee payable by you under this Agreement is identified below (check appropriate box):

_____ \$49,900 (1st territory – no discount)

_____ \$44,910 (1st territory – with 10% veteran or nurse discount)

_____ \$39,900 (2nd territory in multi-territory purchase – no discount)

_____ \$34,900 (3rd or subsequent territory in multi-territory purchase – no discount)

C. Territory.

The Territory referenced in the Franchise Agreement shall consist of the following geographic area (as further depicted on the map attached on the following page):

[_____]

If there are any changes to the zip codes or other boundaries that define your Territory during the term of the Franchise Agreement or any renewal term, then, unless otherwise agreed to by you and us in writing, the boundaries of your Territory shall remain defined by the zip codes or other boundaries in effect as of the Effective Date and depicted on the map on the following page.

ATTACHMENT "B"
TO FRANCHISE AGREEMENT
FORM OF REFERRAL NETWORK PARTICIPATION AGREEMENT

[See Attached]

REFERRAL NETWORK PARTICIPATION AGREEMENT

This Referral Network Participation Agreement (this "Agreement") is entered into this _____ day of _____, 202__ (this "Effective Date") by and between _____, with a principal place of business located at _____ ("Community") and ALL Franchising, LLC, dba "Assisted Living Locators", a Delaware limited liability company, with its principal place of business located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 ("ALL").

WHEREAS, Community owns, operates or manages senior living community and wishes to participate in ALL's referral network and to engage ALL to provide certain marketing exposure services as described in this Agreement.

WHEREAS, ALL directs seniors and their families (collectively, "Clients") to appropriate care settings based specifically on their preferences and stated needs to communities that participate in ALL's referral network.

NOW, THEREFORE, the parties agree as follows:

Section 1. Referral Placement Service. ALL provides referral and other information to Clients. ALL assists Clients by: (i) helping them find assisted living, Alzheimer's care, retirement communities, homecare and senior care resources by providing information and referrals based on stated needs and preferences, and (ii) offering them a consultative advisor who may further assist them with their search for senior care options. Clients are notified that ALL does not charge Clients for ALL's services and that ALL receives a fee from Community.

Section 2. Marketing Exposure Services. In consideration of the participation fee described in Section 4, ALL shall include Community's facilities set forth in Schedule A attached hereto in ALL's referral network, and ALL shall provide Community the marketing exposure services as described herein. ALL may employ a variety of marketing exposure methods including on-line listing services through the use of its website, web affiliations, search engine optimization, search engine management and numerous other marketing exposure programs. ALL will maintain an individual webpage listing on their website for the Community so that Community's services are known to the visitors of the website. ALL places no requirements on the manner in which Community provides services to individuals referred by ALL.

Section 3. Non-Recommendation Policy. ALL neither endorses nor recommends any particular community or facility in its referral network, including Community. The names of subscribing communities are provided to a potential Client based solely on the person's stated needs and preferences and are given as a reference and information source only. ALL provides only an information service and does not (i) perform any medical assessment of or for Client or Participating Agency, or (ii) participate in Client's and Community's decision regarding services. It shall be the sole and exclusive responsibility of Community to review the information concerning all potential clients referred by ALL and to verify and confirm the accuracy of this information as well as information provided by a Client. ALL is not a representative of or agent for either Client or Community and does not act on behalf of either. In the event Community denies the admission of a Client, Community shall immediately notify ALL of such denial and refer Client back to ALL in order for ALL to present Client with alternative community options. Community may not refer any clients introduced to Community by ALL to other facilities/communities. If Community refers clients introduced to Community to another facility/community then Community shall pay those fees that would have been earned by ALL for placing the client.

Section 4. Admission Fee. In consideration of the services provided by ALL hereunder, Community agrees to pay ALL as follows:

A. Long Term Stays. For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community and stays thirty (30) days or more, an amount equal to the greater of eighty-five percent (85%) of the first month's Rent or \$2,500 for Assisted Living. Fee shall be due and payable within thirty (30) days after the move-in date of each Client (or spouse, as applicable).

B. Short Term Stays. For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in a Community facility and stays less than thirty (30) days (whether as a respite-

stay patient or otherwise), an amount equal to either (i) the greater of thirty percent (30%) of the Client's weekly Rent payment to Community or \$250 per week, or (ii) in the event the resident ultimately stays thirty (30) days or greater, an amount equivalent to the long term stay fee set forth in Section 4(A). Such fee shall be due and payable within thirty (30) days after the move-in date of the Client (or spouse, as applicable).

For purposes of Section 4A and 4B, "Rent" shall be deemed to include the total amounts payable by Client to Community, including amounts payable for services (including health care services) provided by Community, and excluding any discounts or promotions provided to the Client. Any amounts that become past due hereunder will be assessed late fees of the lesser of 1.5% per month (18% per annum) or the maximum percentage allowed under applicable law. Community agrees to notify ALL within seventy-two (72) hours of each Client (and spouse) move-in. The fees set forth in this Section 4 shall apply with respect to any Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community during the twelve (12) month period following any Client contact with the Community through efforts of ALL.

For the states of **Oklahoma and Texas**, a flat rate fee for each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in and stays thirty (30) days or more, an amount equal to \$2,000 for Assisted Living, \$1,500 for Independent Living, and \$2500 for Memory Care. Fee shall be due and payable within thirty (30) days after the move-in date of each Client (or spouse, as applicable). For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community and stays less than thirty (30) days (whether as a respite-stay patient or otherwise), \$250 per week, or (ii) in the event the resident ultimately stays thirty (30) days or greater, an amount equivalent to the long term stay fee set forth in Section 4(A). Such fee shall be due and payable within thirty (30) days after the move-in date of the Client (or spouse, as applicable).

No Federal or State Healthcare Program Consumers: ALL's intent and practice is to ensure that no Prohibited Consumers are referred to Community. A "Prohibited Consumer" is a Consumer whose source of payment for Services is, in whole or in part, provided by Medicare, Medicaid, or similar state laws or to be provided by any federal or state funding source that prohibits the arrangement between the parties contemplated by this Agreement. Community agrees that it has the independent responsibility to verify and confirm whether a Consumer is a Prohibited Consumer. ALL will not knowingly refer a Prohibited Consumer to Community. Community will not provide Services to any Prohibited Consumer referred to Community by ALL. Community represents and warrants that the Agencies do not provide federally funded services and do not accept any direct or indirect remuneration in connection with the referral of Prohibited Consumers to entities providing federally funded services. If Community decides to provide federally funded services, Community will immediately notify ALL and this Agreement will immediately and automatically terminate. If the ALL Consumer becomes a Prohibited Consumer, Community will immediately notify ALL. Community will not owe or pay ALL any Fee relating to any period for which the Consumer is a Prohibited Consumer. Should any Consumer become a Prohibited Consumer, the Fee will be refunded.

Section 5. Redundant Leads. The admission fee set forth in Section 4 will not be assessed in the event of the following: (i) the Community has been in contact with the potential Client (including a family member or other involved party) during the ninety (90) day period prior to the date such Client was referred by Community, (ii) Community has verified such prior contact within five (5) business days of Client's referral to Community in writing to ALL with the initial referral information including the original date of referral, and specific referral source.

Section 6. Relationship of the Parties. The parties hereby agree that they are at all times acting as independent contractors who have entered into this Agreement on the terms and conditions set forth in this Agreement. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee or principal agent between Community and ALL (or ALL's personnel), and ALL agrees that it shall not assert that the relationship with Community is other than an independent contractor relationship. This obligation will survive any termination of this Agreement.

Section 7. Policies and Conduct. ALL and its personnel shall at all times act ethically and honestly and shall present Community and its facilities in a fair and honest manner.

Section 8. Representations and Warranties. ALL and Community each makes the following warranties and representations to the other, which each of them covenants on its own behalf are true and accurate as of the date of this Agreement and shall remain as such during its term: (i) each is a legal entity duly organized, validly existing and in good standing under applicable state law and has all requisite legal power, licenses, certifications and permits to enter into this Agreement and to perform its obligations hereunder; (ii) Community will notify ALL in writing, within 2 business days of any licensing changes, including, without limitation, any revocations, suspensions, conditions, or other limitations imposed by any government authority; (iii) this Agreement has been duly executed and delivered by each and is the legal, valid, and binding obligation of each, fully enforceable against each in accordance with its terms; and (iv) each, including each facility of Community, is duly licensed, certified, accredited or authorized, to the extent required under law, to engage in its business and operations. In addition, Community represents and warrants as of the Effective Date and throughout the term of this Agreement that all information provided by Community to ALL pertaining to Community and its facilities for purposes of the marketing exposure services is accurate and complete; (v) Community agrees that Clients referred by ALL will not be charged any portion of ALL's fees, and, subject to customary and independent negotiation between Client and Community, Client will be charged by Community at the same rates as it charges other persons not referred by ALL, including being eligible for all discounts or concessions offered by Community; (vi) Community will not seek to recover all, or a portion of, fees payable to ALL from Client; (vii) Community will comply with applicable federal, state, or local laws, regulations, rules, orders or judgments.

Section 9. Licenses and Permits. Each party shall obtain and keep valid and in force at all times all licenses or permits that may be necessary to engage in its business and operations. If either party's license or permit is no longer valid and in force for any reason: (i) such party shall immediately notify the other party, and such party so notified may immediately terminate this Agreement. Community shall provide ALL copies of any current licenses, registrations, and/or renewals of Community and any facility of Community, upon ALL's request.

Section 10. Termination. This Agreement shall remain in full force and effect until terminated as follows: (i) By either party, with or without cause, upon at least thirty (30) days prior written notice to the other party, (ii) in the event of material default by either party, the non-defaulting party shall provide notice setting forth the alleged default to the defaulting party, and the non-defaulting party shall have the right to terminate this Agreement immediately if the defaulting party fails to cure the alleged default within ten (10) days after receipt of the notice, or (iii) as set forth in Section 9 of this Agreement. Following termination, this Agreement shall remain in full force and effect as it applies to any referrals which are either in process prior to the thirty (30) day notice period or arise during the thirty (30) day notice period and fees shall be due for all such referrals as set forth in the placement section above.

Section 11. Indemnification. Each party (hereafter, "Indemnitor") agrees to indemnify, defend and hold harmless the other party (hereafter, "Indemnitee") and its affiliates, successors, shareholders, personal representatives, directors, officers, employees, partners and agents, from and against any and all claims, demands, losses damages, penalties, liabilities, suits, judgements, costs, expenses, (including, without limitation, reasonable attorney fees, consultant fees and litigation costs incurred by Indemnitee), arising out of or resulting from, directly or indirectly, any breach of this Agreement, or the intentional or grossly negligent acts or omissions of Indemnitor or its directors, officers, managers, employees or agents, arising out of or pertaining to any actions or inactions of Indemnitor or in connection with the performance of the Agreement by Indemnitor and other regulatory or legal risk of any sort arising out of, in connection to, or resulting from, directly or indirectly, the acts or omissions of Community in its failure to comply with the Fair Labor Standards Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Immigration Reform and Controls Act, the Family and Medical Leave Act, and any and all other federal, state and local employment laws, statutes, ordinances, rules, regulations, codes and/or orders.

-Section 12. Marketing, Publicity & Trademarks. Community has the right to and hereby grants ALL a non-exclusive license to incorporate the Community's name, logo, trademark, and other Community information into ALL's marketing products and services. Community hereby affirms that none of that intellectual property violates or infringes upon the rights of others, including their privacy or publicity rights.

Section 13. Non-discrimination. The parties agree that there shall be no discrimination in the performance of

this Agreement against any employee, resident, or other person as the result of that individual's race, color, disability, religion, sex, sexual preference, age or national origin or in violation of applicable federal, state or local law and regulation.

Section 14. No Third-Party Beneficiaries. This Agreement shall not create nor be construed to create in any manner whatsoever any rights in any other person as a third-party beneficiary of this Agreement or in any other manner.

Section 15. Confidentiality of Records. ALL may provide Community with information regarding Client. Community will treat this information as confidential and will only use it for: (i) its own internal evaluation of the potential consumer(s); and (ii) providing Services to such client(s). Community will not disclose this information to any third party and will comply with all applicable state and federal laws respecting the protection, use, and disclosure of such information. Community shall not provide ALL with any individually identifiable health information. The parties shall (iii) comply with all applicable state and federal laws respecting the confidentiality of proprietary information, data and other confidential or personal information concerning the medical, personal, or business affairs of the parties acquired hereunder or in connection herewith; (iv) keep confidential all financial, operating, proprietary or business information relating to the parties that is not otherwise public information; and (v) keep confidential any information, not described above, specified in writing by either party as confidential information. For purposes of the foregoing, information shall not be considered confidential information if such information's disclosure is compelled by court order, by applicable law or if such information was obtained from an unrelated third party not itself subject to a confidentiality requirement with respect to such information; (vi) it will treat confidentially and not transfer to any third party any Client information provided by ALL, including not re-selling or re-distributing the same.

Section 16. Assignment and Sub-Contracting. Both party's rights and obligations under this Agreement may be assigned, delegated, or sub-contracted in whole or in part without the prior written consent of the other party, provided, however, that ALL may assign its obligations under this Agreement to an affiliate of ALL sharing common ownership without the consent of Community.

Section 17. Notices. Any notices required or permitted to be given under this Agreement shall be in writing by mail, overnight service, facsimile or email.

Section 18. Waiver of Right to Jury Trial & Miscellaneous. Each party knowingly and irrevocably waives its right to a jury trial of any claim or cause of action based upon, arising out of, or relating to the subject matter of this Agreement. The scope of this waiver is intended to be all-encompassing whether claims are asserted on an individual basis or as putative representative of a class. This Agreement may not be modified or altered except by a written instrument executed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights. This Agreement, together with all the schedules attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written between the parties relating to such subject matter. It is the intent of the parties hereto that the validity, interpretation and construction of this Agreement shall be governed by the laws of the State of Arizona. Community and ALL agree that any action or proceeding relating to this Agreement must be brought in Maricopa County, AZ.

Section 19. Personal Guarantee. In connection with the transactions contemplated by the Referral Network Participation Agreement, the undersigned hereby absolutely, unconditionally, and irrevocably guarantees the prompt payment and performance (and not merely collection) of Community's obligations under Sections 4, 8, 9, 11 and 15 of the Agreement (collectively, the "Guaranteed Obligations"). This provision has the effect of rendering the undersigned a surety and the equivalent of a co-obligor with Community with respect to the Guaranteed Obligations.

The undersigned agrees that, until the Guaranteed Obligations have been satisfied in full, the undersigned shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of the undersigned under this personal guarantee or that, but for this paragraph, might

discharge or otherwise reduce, limit, or modify the undersigned's obligations under this personal guarantee. The undersigned waives and surrenders any defense to any liability under this personal guarantee based upon any such action. Without limiting the generality of the foregoing, the undersigned waives the benefits of any provision of law requiring that one or more beneficiaries hereunder exhaust any right or remedy, or take any action, against Community, any other guarantor of Community's obligations, or any other person and/or property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Assisted Living Locators

Referral Source

Community

By (Print Name)

By (Print Name)

Signature

Signature

Title

Title

8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251

(T) 800-267-7816; (F) 877-275-5991

Exhibit A (use if signing up more than one property)

Facilities

ATTACHMENT "C"
TO FRANCHISE AGREEMENT
OWNER AGREEMENT

[See Attached]

OWNER AGREEMENT

This Owner Agreement (this “Agreement”) is entered into by: (a) each of the undersigned Owners of Franchisee (defined below); and (b) the spouse of each such Owner who is a natural Person, in favor of ALL Franchising, LLC, a Delaware limited liability company, and its successors and assigns (“us”). Each signatory to this Agreement is referred to as “you”.

1. **DEFINITIONS.** Capitalized terms not defined above have the meanings given to them below, or if not defined below, the meanings given to them in the Franchise Agreement:

“Franchise Agreement” means the Assisted Living Locators Franchise Agreement executed by Franchisee with an effective date of _____, 202__.

“Franchisee” means _____.

“Restricted Period” means the two-year period after the earliest to occur of: (a) the termination or expiration of the Franchise Agreement; (b) the date Franchisee assigns the Franchise Agreement to another Person with respect to whom neither you nor your spouse own an Equity Interest; or (c) the date neither you nor your spouse own an Equity Interest in the Business or Franchisee Entity; *provided however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Restricted Period means the one-year period after the earliest to occur of: (a) the termination or expiration of the Franchise Agreement; (b) the date Franchisee assigns the Franchise Agreement to another Person with respect to whom neither you nor your spouse own an Equity Interest; or (c) the date neither you nor your spouse own an Equity Interest in the Business or Franchisee Entity.

2. **BACKGROUND.** In your capacity as an Owner (or the spouse of an Owner), you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and you could seriously jeopardize our franchise system if you were to unfairly compete with us or misuse our Intellectual Property. In addition, you understand that certain terms of the Franchise Agreement apply to “Owners” and not just Franchisee. You agree to comply with this Agreement to: (a) avoid damaging our System by engaging in unfair competition; and (b) bind yourself to the terms of the Franchise Agreement applicable to Owners.

3. **BRAND PROTECTION COVENANTS.**

- (a) Intellectual Property and Confidential Information. You agree to: (i) refrain from using the Intellectual Property or Confidential Information in any capacity or for any purpose other than the operation of Franchisee’s ALL Business in compliance with the Franchise Agreement and Manual; (ii) maintain the confidentiality of the Confidential Information at all times; (iii) refrain from making unauthorized copies of documents containing Confidential Information; (iv) take all steps we require to prevent unauthorized use or disclosure of Confidential Information; and (v) immediately stop using the Intellectual Property and Confidential Information at such time that you are (or your spouse is) no longer an Owner. You must assign to us or our designee, without charge, all rights to any Improvement you develop, including the right to grant sublicenses. If applicable Law precludes you from assigning ownership to us, you must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.
- (b) Unfair Competition. You may not engage in any Prohibited Activities at any time: (i) that you are (or your spouse is) an Owner; or (ii) during the Restricted Period. Notwithstanding the foregoing, during the Restricted Period you may have an interest in any Competing Business that does not place clients with Senior Communities located in the Restricted Territory. If you engage in any Prohibited Activity during the Restricted Period (except as permitted by this Section) your Restricted Period will be extended by the period of time during which you engaged in the Prohibited Activity. Any such extension of time will not constitute a waiver of your breach or impair any of our rights or remedies relating to your breach. For purposes of clarity, you remain bound by any non-competition covenants in other Definitive Agreements that remain in effect for a period of time that extends beyond the expiration of the Restricted Period under this Agreement, and the expiration of the Restricted Period under this Agreement does diminish your obligation to comply with such other covenants.

- (c) Family Members. You could circumvent the purpose of §3 by disclosing Confidential Information to immediate family members (i.e., parent, sibling, child or grandchild) and it would be difficult for us to prove your breach. For that reason you are presumed to have breached this Agreement if an immediate family member: (i) engages in a Prohibited Activity at any time you are prohibited from doing so; or (ii) uses or discloses Confidential Information. However, you may rebut this presumption with evidence conclusively showing you did not disclose Confidential Information to the family member.
- (d) Covenants Reasonable. You agree that: (i) the covenants in §3 are reasonable in duration and geographic scope; and (ii) you have sufficient resources, business experience and opportunities to earn an adequate living while complying with these covenants. Although you and we believe the covenants in §3 are reasonable we may, upon written notice to you, unilaterally modify the brand protection covenants in §3 of this Agreement by limiting the scope of the Prohibited Activities, narrowing the definition of a Competing Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under §3 of this Agreement to ensure the covenants are enforceable under applicable Law.
- (e) Breach. You agree that: (i) any failure to comply with §3 is likely to cause substantial and irreparable damage to us and/or other franchisees for which there is no adequate remedy at law; and (ii) we are entitled to injunctive relief if you breach §3 together with any other relief available at equity or law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires that we post a bond despite our mutual agreement to the contrary, the bond amount may not exceed \$1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

4. **TRANSFER RESTRICTIONS.** We must approve all Persons who own an Equity Interest in the Franchisee Entity. If you are an Owner, you agree that you will not Transfer an Equity Interest in the Business or Franchisee Entity except in accordance with §20 of the Franchise Agreement.

5. **FINANCIAL SECURITY.** In order to secure Franchisee's financial obligations under the Definitive Agreements (the "Secured Agreements") you hereby personally and unconditionally: (a) guarantee to us and our successors and assigns, that Franchisee shall punctually fulfil all of its payment and other financial obligations under the Secured Agreements; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (i) acceptance and notice of acceptance by us of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness guaranteed; (iv) any right you may have to require that an action be brought against Franchisee or any other Person as a condition of liability; and (v) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (a) your direct and immediate liability under this guaranty is joint and several with Franchisee and all other signatories to this Agreement; (b) you will render any payment required under the Secured Agreements upon demand if Franchisee fails to promptly do so; (c) your liability is not contingent or conditioned upon our pursuit of any remedies against Franchisee or any other Person; and (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence we grant to Franchisee or any other Person, including the acceptance of any partial payment or performance, or the compromise or release of any Claims, none of which shall in any way modify or amend this guarantee, which remains continuing and irrevocable during the term of each Secured Agreement and following the termination, expiration or transfer of each Secured Agreement to the extent any financial obligations under a Secured Agreement survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy of Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement will be impaired, modified, released or limited in any manner whatsoever by any impairment, modification, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. **REPRESENTATION.** You represent to us that you received a copy of the executed Franchise Agreement.

7. **DISPUTE RESOLUTION.** Any Dispute between the parties relating to this Agreement shall be resolved in accordance with the dispute resolution provisions in the Franchise Agreement, which are incorporated into this Agreement by reference as if fully set forth herein. **You acknowledge and agree that your breach of this Agreement constitutes a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with its terms.**

8. **MISCELLANEOUS.**

- (a) If either party hires an attorney or files suit against the other party for breach of this Agreement, the losing party must reimburse the prevailing party for its reasonable attorneys' fees and costs.
- (b) This Agreement is governed by Arizona Law.
- (c) Any Claim or defense you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.
- (d) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof). A court may revise any provision of this Agreement to the extent necessary to make the provision enforceable.
- (e) We may deliver to you any notice contemplated by this Agreement in the same manner and to the same address listed in the notice provision of the Franchise Agreement and any such delivery is deemed effective for purposes of this Agreement. You may change your notice address by sending us a written notice, requesting such change, in the manner and to the address listed in the Franchise Agreement.

Each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

ATTACHMENT "D"
TO FRANCHISE AGREEMENT
ACH AUTHORIZATION FORM

[See Attached]

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name

Business No.

Franchisee Mailing Address (street)

Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)

Contact Name, Address and Phone number (if different from above)

Franchisee Fax No.

Franchisee Email Address

Bank Account Information:

Bank Name

Bank Mailing Address (street, city, state, zip)

☐ Checking ☐ Savings

Bank Account No.

(check one)

Bank Routing No. (9 digits)

Bank Mailing Address (city, state, zip)

Bank Phone No.

Authorization:

Franchisee hereby authorizes ALL Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____

Date: _____

Name: _____

Its: _____

Federal Tax ID Number: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

ATTACHMENT "E"
TO FRANCHISE AGREEMENT
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Agreement (this “Agreement”) is entered into by the undersigned (“you”) in favor of ALL Franchising, LLC, a Delaware limited liability company, and its successors and assigns (“us”).

1. DEFINITIONS. Capitalized terms that are not defined above have the meanings given to them below:

“ALL Business” means an Assisted Living Locators business, whether operated by us, our affiliate or a franchisee (including Franchisee).

“ALL Business Constituents” means and includes Franchisee’s current, former and prospective clients, Senior Communities and Referral Sources.

“Business Data” means all data pertaining to Franchisee’s ALL Business, ALL Business Constituents and/or business operations, whether collected by you, Franchisee, us or any other person.

“Business Records” means and includes all books, accounts and records that pertain to Franchisee’s ALL Business or include Business Data, including databases (whether in print, electronic or other format) and all data, records and information entered into such databases relating to Franchisee’s ALL Business or its operations.

“Confidential Information” means and includes: (a) Know-How; (b) Business Data, including the names, contact information and other data pertaining to current, former, or prospective ALL Business Constituents; (c) information in the Manual or comprising the System; (d) terms of the Franchise Agreement (and related agreements) signed by Franchisee in connection with the ALL Business; and (e) all other concepts, ideas, trade secrets, financial information, marketing strategies, expansion strategies, studies, supplier information, client information, information about Senior Communities, Referral Sources and Senior Service Provides, franchisee information, investor information, flow charts, inventions, mask works, improvements, discoveries, standards, specifications, formulae, recipes, designs, sketches, drawings, policies, processes, procedures, methodologies and techniques, together with analyses, compilations, studies or other documents that are: (i) designated as confidential; (ii) known by you to be considered confidential by us; and/or (iii) reasonably to be considered confidential due to their nature. Confidential Information does not include information that: (a) is now, or subsequently becomes, generally available to the public (except as a result of a breach of confidentiality obligations by you, Franchisee or Franchisee’s owners, employees or other constituents); (b) you can demonstrate was rightfully in your possession, without obligation of nondisclosure, before we (or any person associated with us) or Franchisee (or any person associated with Franchisee) disclosed the information to you; (c) is independently developed by you without any use of, or reference to, any Confidential Information; or (d) is rightfully obtained from a third party who has the right to transfer or disclose the information to you without breaching a confidentiality covenant imposed on such third party.

“Copyrighted Materials” means all copyrightable materials for which we or our affiliate claim or secure common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of an ALL Business.

“Franchisee” means the ASSISTED LIVING LOCATORS® franchisee for whom you are an employee or independent contractor.

“Improvement” means any idea, addition, modification or improvement to the (a) goods or services offered or sold by an ALL Business, (b) method of operation of an ALL Business, (c) processes, systems or procedures utilized by an ALL Business, (d) marketing, advertising or promotional materials, programs or strategies utilized by an ALL Business or (e) trademarks, service marks, logos or other intellectual property utilized by an ALL Business, whether developed by you, Franchisee, us or any other person.

“Intellectual Property” means, collectively or individually, the Business Data, Business Records, Copyrighted Materials, Improvements, Know-how, Marks and System.

“Know-how” means and includes our (and our affiliates’) trade secrets and other proprietary information relating to the development, marketing or operation of an ALL Business including: methods, techniques and assessments; standards and specifications; policies and procedures; supplier lists and information; data

entered into or stored in the CRM business management database and/or other databases we maintain or designate in the future; marketing strategies; merchandising strategies; and information comprising the System or included in the Manual.

“Manual” means our confidential brand standards manual for the operation of an ALL Business.

“Marks” means and includes all service marks, trademarks, trade names and logos that we designate from time to time and authorize ALL Businesses to use, including ASSISTED LIVING LOCATORS® and the associated logo.

“Referral Source” means any hospital, insurance company, HMO, transitional care company or other similar types of business or institution that is in a position to refer clients in need of placement services.

“Senior Care Providers” means providers of various senior care services (other than placement services) that may be necessary or helpful to Franchisee’s clients, including real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys.

“Senior Community” means an assisted living facility, nursing home, senior care home, independent living senior community or similar type of facility.

“System” means our system developed for the operation of an ALL Business, the distinctive characteristics of which include: the Marks; client assessment tools and techniques; comprehensive training programs; advertising and marketing strategies; lead generation programs; referral programs; and operating system.

2. **BACKGROUND.** You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our franchise system if you were to misuse our Intellectual Property or engage in unfair competition. To avoid such damage, you agree to comply with the terms of this Agreement.

3. YOUR COVENANTS AND OBLIGATIONS.

- (a) Protection of Confidential Information and IP. You agree to: (i) refrain from using the Intellectual Property or Confidential Information in any business or for any purpose other than the performance of your responsibilities to Franchisee in accordance with the terms of your employment or engagement with Franchisee; (ii) maintain the confidentiality of Confidential Information at all times; (iii) refrain from making unauthorized copies of documents containing Confidential Information; (iv) take all steps we reasonably require to prevent unauthorized use or disclosure of Confidential Information; and (v) immediately stop using the Intellectual Property and Confidential Information when you no longer work at the ALL Business.
- (b) Improvements. You must assign to us or our designee, without charge, all rights to any Improvement you develop, including the right to grant sublicenses. If applicable law precludes you from assigning ownership to us, you must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.
- (c) ALL Business Constituent Information. All data and information pertaining to ALL Business Constituents (including names, contact information and other data) are exclusively owned by us and/or Franchisee and constitute Confidential Information and Know-How for purposes of this Agreement. You are strictly prohibited from using any such data or information for any purpose other than to perform your duties on behalf (and for the exclusive benefit) of the ALL Business. You may not maintain a list of any ALL Business Constituents. You acknowledge the ALL Business Constituent list is a unique and valuable asset that constitutes a trade secret, and that we and Franchisee would be irreparably harmed if you were permitted to use the ALL Business Constituent list (or any information about ALL Business Constituents) for any purpose other than for the benefit of Franchisee’s ALL Business in accordance with the terms of your employment or engagement with Franchisee.
- (d) Nonsolicitation of ALL Business Constituents. ALL Business Constituents are acquired through our, and Franchisee’s, marketing efforts and expenditures, the goodwill associated with our name and the training provided to you. Any solicitation of ALL Business Constituents or use of their information in

an unauthorized manner constitutes a deceptive and unfair trade practice and a violation of our (and Franchisee's) rights and ownership interest in the associated business relationships and data. You may compete with ALL Businesses in a fair and ethical manner after you cease to work at an ALL Business. You may not, however, solicit ALL Business Constituents for any purpose at any time while you work, or after you cease to work, at an ALL Business. You are strictly prohibited from soliciting any ALL Business Constituents or initiating any communications with them regarding: (i) the discontinuance of your relationship with the ALL Business; (ii) your contact information; or (iii) your future business activities or services.

4. **FAMILY MEMBERS.** You could circumvent the intent of this Agreement by disclosing Confidential Information to immediate family members (i.e., parent, sibling, child or grandchild) and it would be difficult for us to prove your breach. For that reason you are presumed to have breached this Agreement if an immediate family member uses or discloses Confidential Information or engages in any actions or activities prohibited by §3. However, you may rebut this presumption with evidence conclusively showing you did not disclose Confidential Information to the family member.
5. **BREACH.** You agree that: (a) your breach of this Agreement is likely to cause substantial and irreparable damage to us and Franchisee for which there is no adequate remedy at law; and (b) we are entitled to injunctive relief if you breach this Agreement together with any other relief available at equity or law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires us to post a bond despite our mutual agreement to the contrary, the bond amount may not exceed \$1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.
6. **THIRD-PARTY BENEFICIARY.** Franchisee is an express and intended third-party beneficiary of this Agreement with the right to directly enforce the terms of this Agreement against you.
7. **MISCELLANEOUS.**
 - (a) If we hire an attorney or file suit against you for breach of this Agreement and we prevail, you must reimburse all reasonable attorneys' fees and costs we incur due to your breach.
 - (b) This Agreement is governed by Arizona law. Any legal proceedings arising out of this Agreement must be brought exclusively in a court of competent jurisdiction in Maricopa County, Arizona.
 - (c) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof). A court may revise any provision of this Agreement to the extent necessary to make the provision enforceable.

This Agreement is executed as of the date set forth below.

By: _____

Name: _____

Date: _____

ATTACHMENT "F"
TO FRANCHISE AGREEMENT
TRADENAME APPROVAL NOTICE

[See Attached]

TRADENAME APPROVAL NOTICE

ALL Franchising, LLC, a Delaware limited liability company (“we” or “us”) is issuing this Tradename Approval Notice (this “Notice”) to [_____] (“you”), effective [_____] 202[____], in connection with the Assisted Living Locators Franchise Agreement executed by you and us on [_____] 202[____] (the “Franchise Agreement”). The purpose of this Notice is to confirm our approval of the tradename you have proposed. Capitalized terms not defined in this Notice have the meanings given to them in the Franchise Agreement.

Approved Tradename:

Pursuant to §18.4 of the Franchise Agreement, we hereby approve the following tradename for your use in connection with the ALL Business you develop and operate pursuant to the Franchise Agreement:

ASSISTED LIVING LOCATORS OF [_____]

By signing below, you agree that the tradename identified in this Notice will be your approved tradename and you will not use any other tradename without our prior written approval. You are responsible for submitting any fictitious name filing that may be required by the Laws of your state. Upon the termination, expiration or Transfer of the Franchise Agreement, you must surrender the tradename and cancel any associated fictitious name filing.

You understand and acknowledge that: (a) our tradename review and approval process will be performed in accordance with our then-current tradename selection procedures and criteria; (b) we may approve tradenames for other franchisees that have similarities in terms of geographic or other descriptors; and (c) you are not granted any exclusivity or protections with respect to tradenames. Accordingly, you waive any Claims you may have against us or another franchisee based upon any tradename you propose and we approve.

You must sign below and send us an executed copy of this Notice to acknowledge your receipt. You have no right to use the tradename listed above until you have sent us a fully-executed copy of this Notice.

Franchisor

ALL Franchising, LLC

By:_____

Name:_____

Title:_____

Franchisee

[_____]

By:_____

Name:_____

Title:_____

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

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EXHIBIT "E"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

State	City	Address	Phone	Owner Name(s)
Alabama	Birmingham	1465 Valley Trace Irondale, Alabama 35210	205-420-8046	Sarah Garcia Nourish with Freedom, LLC
Arizona ¹	Chandler-Tempe	3133 W Frye Rd, #101 PMB 1209 Chandler, Arizona 85226	480-649-0008	Dan and Jenni Henderson
Arizona ¹	Gilbert	3133 W Frye Rd, #101 PMB 1209 Chandler, Arizona 85226	480-649-0008	Dan and Jenni Henderson
Arizona ¹	Glendale	3948 E Sunnysdale Dr. Queen Creek, Arizona 85142	623-703-5326	Lori Sears MOZONA ALL, INC
Arizona	Mesa	18185 E. Meadow Hill Drive Scottsdale, Arizona 85260	480-685-9822	Jay and Melissa Stuckey JMS & Associates, LLC
Arizona ¹	Mesa East	3133 W Frye Rd, #101 PMB 1209 Chandler, Arizona 85226	480-649-0008	Dan and Jenni Henderson
Arizona	North Phoenix	14039 N. Canterbury Dr. Phoenix, Arizona 85023	602-774-4342	Chad Kinney Paramount Placement, LLC
Arizona	North Tucson	300 S Corte Tortuga Vista, Tucson, Arizona 85745	520- 882-3772	Rob and Sheri Lewin 4Ever Partners, Inc.
Arizona	Phoenix	7510 West Julie Dr Glendale, Arizona 85308	602-254-7500	Tera Johnson
Arizona	Prescott	4801 N Verde Vista Dr. Prescott Valley, Arizona 86314	928-421-1872	Ashly Blackwell ALL NAZ LLC
Arizona	Scottsdale	3133 W Frye Rd, #101 PMB 1209 Chandler, Arizona 85226	480-649-0008	Dan and Jenni Henderson
Arizona ¹	Surprise	3948 E Sunnysdale Dr. Queen Creek, Arizona 85142	623-703-5326	Lori Sears Mozona ALL, INC
California ¹	Beverly Hills	525 Alandele Ave Los Angeles, California 90036	310-853-8282	Sarah Ordoover Senior Living Advisors, LLC
California ¹	Covina	599 S. Barranca Suite 216 Covina, California 91723	626-966-7111	LeeAnn Allman Allman Assisted Transitions Inc
California	Encinitas-Oceanside	6389 Paseo Descanso Carlsbad, California 92009	760-904-6017	Susan Carey
California	Huntington Beach	90 Summerland Cir Aliso Viejo, California 92656	949- 480-1137	Negar Lencioni
California	Oakland	1715 Campbell Street Oakland, California 94607	586-746-5306	Michael Belles
California	Palm Springs	3699 Taylor Dr, Palm Springs, California 92262	760-576-3000	Kendall Forbes
California	San Francisco	403 Broderick St, Apt #2 San Francisco, California 94117	415-766-0361	Brent Hensley Compassionate Directions, Inc.
California ¹	San Gabriel	599 S. Barranca Suite 216 Covina, California 91723	626-966-7111	LeeAnn Allman Allman Assisted Transitions Inc
California	San Mateo	403 Broderick St, Apt #2 San Francisco, California 94117	415-766-0361	Brent Hensley
California	San Fernando Valley	8159 Mammoth Avenue, Los Angeles, California 91402	747-272-7702	Regie Hernandez
California	Santa Anna	90 Summerland Cir Aliso Viejo, California 92656	949- 480-1137	Negar Lencioni
California	Santa Clarita-Palmdale-Lancaster	25324 Via Dona Christa, Valencia, California 91355	818-974-2926	Kevin Hayden SCV-AV Locators, LLC

State	City	Address	Phone	Owner Name(s)
California ¹	Santa Monica	454 ½ S Cloverdale Avenue Los Angeles, California 90036	310-853-8282	Sarah Ordover Senior Living Advisor, Inc.
California	Santa Rosa	691 N Oak St. Ukiah, California 95482	707-536-0514	Ramona & Matt Maurer ALL North Bay LLC
California	South Orange County	3 Thorp Spring Ladera Ranch, California 92694	949-610-8977	Jay Minor
California	Temecula	29801 Holsteiner Way Menifee, California 92584	951-246-6150	Liza Cerame
California	Thousand Oaks	42 West Columbia Rd Thousand Oaks, California 91360	805-277-3005	Angelique Sieverson Angelique for ALL, LLC
California	Torrance	2605 Graham Avenue A Redondo Beach, California 90278	310-975-3168	Jennifer Weintraub
California	West Inland Empire	4633 Wheeler Ave La Verne, California 91750	909-284-8888	Vincent Bonnemere Bonnemere Boys, Inc.
Colorado ¹	Boulder	471 Expedition Ln Johnstown, Colorado 80534	877-223-1426	Maureen Walker ALL NOCO Seniors, LLC
Colorado	Colorado Springs	12575 McClelland Rd Calhan, Colorado 80808	281-691-6450	Victoria Barcus Senior Services of Southern Colorado, Inc.
Colorado ¹	Denver	10552 Stable Lane Littleton, Colorado 80125	303-957-2555	Ed Wagner Simple Transitions, Inc
Colorado ¹	Littleton	10552 Stable Lane Littleton, Colorado 80125	303-957-2555	Ed Wagner Simple Transitions, Inc
Colorado ¹	North Denver	10552 Stable Lane Littleton, Colorado 80125	303-957-2555	Ed Wagner Simple Transitions, Inc
Colorado/ Wyoming ¹	Fort Collins/ Cheyenne	471 Expedition Lane Johnstown, Colorado 80534	970-660-8898	Maureen Walker ALL NOCO Seniors, LLC
Connecticut	Greenwich	174 Round Hill Road Greenwich, Connecticut 06831	203-651-6866	Mimi Santry Sanctuary Senior Living, LLC
Connecticut ¹	Hartford	111 Elm Street Milton, Massachusetts 02186	413-329-6730	Kevin Smith The People Group, Inc.
Delaware	Delaware	315 Harmony St. Historic New Castle, DE 19720	901-356-4716	Leia Lynch-Franklin & Stephen Franklin
Florida ¹	Boca Raton	111 Gibraltar St Royal Palm Beach, Florida 33411	561-692-4905	Sabrena Rodriguez FSMAM Services Incorporated
Florida	Clearwater	3400 Cove Cay Dr 1A Clearwater, Florida 33760	727-608-8959	Kristin Downer
Florida ¹	Daytona	2573 Temple St NE Palm Bay, Florida 32905	321-367-3520	Terese and Graham Garson
Florida ¹	Ft. Myers-Naples	3337 Baltic Drive Naples, Florida 34119	941-479-3500	Marcus & Chrissy Moser Moser Group LLC
Florida	Fort Lauderdale	490 SW 62nd Avenue Plantation, Florida 33317	754-600-3390	Alex Escobar
Florida	New Port Richey- Palm Harbor	3400 Cove Cay Dr 1A Clearwater, Florida 33760	813-404-7879	Kristin Downer Dovetail Marketing Inc
Florida ¹	N. Jacksonville	4845 Algonquin Ave Jacksonville, Florida 32210	904-559-3203	Brian Sheridan The Sheridan Group, Inc.
Florida	N. Tampa	20015 Outpost Point Dr Tampa, Florida 33647	813-906-5664	Tee Sharma
Florida	NE Orlando	1033 Dunraven Dr Winter Park, Florida 32792	407-498-2536	Beau & Mercer Herman B & M Forever, Inc
Florida	Palm Bay	2573 Temple St NE Palm Bay, Florida 32905	321-367-3520	Terese Kennedy-Garson
Florida	Pensacola	5309 Moose Rd. Milton FL, 32570	850-905-7844	Samantha Williams SW5019 LLC
Florida	Port Charlotte	P.O. Box 100923 Cape Coral, Florida 33910	239-990-1949	Gisel Garcia New World Investment Ventures, LLC

State	City	Address	Phone	Owner Name(s)
Florida ¹	S. Jacksonville	4845 Algonquin Ave Jacksonville, Florida 32210	904-559-3203	Brian Sheridan The Sheridan Group, Inc.
Florida ¹	Sarasota	3337 Baltic Drive Naples, Florida 34119	941-479-3500	Marcus & Chrissy Moser Moser Group LLC
Florida	St. Petersburg	6987 Indus Valley Cir Parrish, Florida 34219	727-723-8000	Liz Eurich-Plevin
Florida	SW Orlando	12100 Garnet Dr, Clermont, Florida 34711	352-705-3779	David Hopkins
Florida	Tampa	1100 Old Brewster Rd. Fort Meade, Florida 33841	813-922-2500	Mary Curtis Pizzano
Florida	The Villages/Ocala	12100 Garnet Dr Clermont, FL 34711	352-705-3779	David Hopkins
Florida ¹	West Palm Beach	111 Gibraltar St Royal Palm Beach, Florida 33411	561-692-4905	Sabrena Rodriguez FSMAM Services Inc
Georgia	Athens	1561 Whitlow Ridge Dr Bisop, Georgia 30621	706-310-8143	Kendall Kineard
Georgia	North Atlanta	56 Geranium CT Acworth, Georgia 30101	404-921-0064	Tara and Greg Schramm
Georgia	North Atlanta	56 Geranium CT Acworth, Georgia 30101	404-921-0064	Tara and Greg Schramm
Georgia	North Georgia	4435 Rhonda Lane Cumming, Georgia 30040	678-965-3459	Greg Santini Santini Insights, Inc.
Georgia	Savannah-Hilton Head	127 Sussex Retreat Pooler, Georgia 31322	843-375-8991	Lucas Kavlie
Georgia	SE Atlanta	694 Fraser Street Southeast Atlanta, Georgia 30315	404-936-9902	Brian Sullivan
Illinois	Arlington Heights	606 Lexington Ct. Mundelein, Illinois 60060	847-603-3110	Don Hull Savant Senior Consulting, LLC
Illinois	Des Plains	113 Bloomfield Dr. Woodstock, Illinois 60098	507-276-4724	Kate Balsamo Faithful Senior Solutions LLC
Illinois	Naperville	2020 Stoffard Ave Wheaton, Illinois 60187	331-208-5041	Allison Green ALG Senior Consulting, LLC
Illinois	Plainfield	252 Foster Dr. Oswego, Illinois 60543	630-797-8462	Kym Schoenfeld
Indiana	Indianapolis	3242 Essex Drive Danville Indiana 46122	317-209-7164	Esther Berko EBERKO LLC
Indiana	North Indianapolis	6029 Haverford Ave Indianapolis, Indiana 46220	317-854-9030	David Holder DM Holder Enterprises, LLC
Indiana	Northwest Indiana	7574 Boardwalk Circle Crown Point, Indiana 46307	219-226-6665	Laura Certa LTC Enterprise, LLC
Kansas	Kansas City	11001 W 141 st Street Overland Park, Kansas 66221	913-538-5435	Mike Nixon A.L.L Kansas City, LLC
Kansas ¹	Topeka	12756 E Bradford Circle Wichita, Kansas 67206	316-448-5090	John Weber Midwest Senior Consulting, LLC
Kansas ¹	Wichita	12756 E Bradford Circle Wichita, Kansas 67206	316-448-5090	John Weber Midwest Senior Consulting, LLC
Louisiana	Baton Rouge	7162 Lakeland Drive Zachary, Louisiana 70791	225-663-5911	Tonja Jackson
Maine	Portland	141 Wallis Road Rye, New Hampshire 03870	207-835-8115	Shawn Shambo Shambo, Inc
Maryland	Annapolis	215 Sumner Road Annapolis, Maryland 21401	410-610-6343	Jen McAndrews
Maryland	Bel Air	1209 Hoskins Terrace Apt. 104 Bel Air, Maryland 21014	302-593-1818	Ryan Majchrzak R & J Senior Advisors Inc.
Maryland	Bethesda	7215 White House Dr Springfield, Virginia 22153	703-878-7870	Sean Maxwell

State	City	Address	Phone	Owner Name(s)
Maryland	Laurel	5565 Suffield Ct. Columbia, Maryland 21044	410-782-1793	Shannon Ross SSC Ross Solutions, LLC
Maryland	Towson	6 Houndswood Court Baltimore, Maryland 21209	443-266-2757	Joanne Wigod
Massachusetts	Andover	20 Lakewoods Drive Merrimac, Massachusetts 01860	774-402-0712	Natalia Patwardhan GRACEFUL PATH SENIOR ADVISORS LLC
Massachusetts ¹	Boston	111 Elm Street Milton, Massachusetts 02186	617-981-2444	Kevin Smith The People Group, Inc
Massachusetts	Bridgewater	PO Box 762 Scituate, Massachusetts 02060	508-681-3016	Stephen Carrier
Massachusetts ¹	Springfield	111 Elm Street Milton, Massachusetts 02186	413-329-6730	Kevin Smith The People Group, Inc
Massachusetts	Worcester-Framingham	29 Magnolia Way Bridgewater, Massachusetts 02324	617- 924-9200	Mary Zabian MCZ Enterprises, Inc.
Michigan ¹	Ann Arbor	2911 Lakehurst Court Ann Arbor Michigan 48105	734-355-3687	Arlene Caddell Treorai Inc
Michigan	Bay City	130 Carroll Blvd Bay City, Michigan	989-331-6628	Richard Martin Ram 34 Inc.
Michigan	Detroit	199 Hampshire Drive Troy, Michigan 48085	586-208-9938	Larry Leto
Michigan ¹	Downriver	16731 Rosa Lane Southgate, Michigan 48195	248-702-1492	Carolyn Marengere Strana, Inc
Michigan ¹	Grand Rapids	9574 Stone View Dr. NE Rockford, Michigan 49341	616-425-2244	Tom Carabellese Encore Senior Consulting Inc.
Michigan ¹	Holland	9574 Stone View Dr. NE Rockford, Michigan 49341	616-425-2244	Tom Carabellese Encore Senior Consulting Inc.
Michigan	Pontiac	760 2nd St. Fenton, Michigan 48430	810-643-1182	William Anderson
Michigan	Rochester Hills	929 Berkshire Road Grosse Pointe Park, Michigan 48230	586-719-4051	Sophan Buffa Trusted Companions GPP LLC
Michigan ¹	Southfield	16731 Rosa Lane Southgate, Michigan 48195	248-702-1492	Carolyn Marengere Strana, Inc
Minnesota	Duluth	581 W Redwing St Duluth, Minnesota 55803	218-321-0030	Kailee Olson
Minnesota	Eden Prairie	19827 Iris Way Lakeville, Minnesota 55044	952-300-3180	Danelle Neudecker
Minnesota	Rochester	18395 225th St New Ulm, Minnesota 56073	507-236-7870	Eva Stadtherr D&E Stadtherr LLC
Minnesota	St. Paul	5509 River Bluff Curve Bloomington, Minnesota 55437	651-262-4550	Sarah Hallmark-Brower
Minnesota	W. Minneapolis	2004 West 140 th Street Burnsville, Minnesota 55337	952-377-8676	Steve & Angie Johnson
Mississippi	Tupelo	384 Hwy. 15 North, Pontotoc, Mississippi 38863	662-470-3009	Carla Lunn Lunn Locators, LLC
Missouri	Kansas City	7701 NE 108th Terrace Kansas City, Missouri 64157	816-599-0093	Les Whisler
Missouri	Pleasant Hill	7701 NE 108th Terrace Kansas City, Missouri 64157	816-599-0093	Les Whisler
Missouri	St. Charles	539 Fox Pointe Drive St. Charles, Missouri 63304	636-577-9543	Sharon Osborn
Missouri	St. Louis	617 Hickory Manor Arnold, Missouri 63010	314-380-3030	Rob Howe A.L.L. St. Louis, LLC
Nebraska	Greater Omaha	PO Box 3193 Omaha, Nebraska 68103	402-671-0446	Nikki Wulff Wulff Enterprises, LLC

State	City	Address	Phone	Owner Name(s)
Nebraska/Iowa	Nebraska – Council Bluffs	19664 Virginia Hills Council Bluffs, Iowa 51503	402-300-3182	Jean Bohnker
New Hampshire ¹	Manchester	6 Clough St Meredith, New Hampshire 03253	603-393-6542	Glen Badger ALL in NH LLC
New Hampshire ¹	Portsmouth	6 Clough St Meredith, New Hampshire 03253	603-393-6542	Glen Badger ALL in NH LLC
New Jersey	Bergen County	6 Maryann Court Paramus, New Jersey 07652	201-345-5006	Joseph Chu Eldercare Living Solutions, LLC
New Jersey ¹	East Orange	6 Riverview Dr. W Montclair, New Jersey 07043	973-413-1158	Richard Lanning Eli Senior Services, LLC
New Jersey	Freehold	47 Clark Street Manasquan, New Jersey 08736	732-837-9203	John (Jack) Stewart
New Jersey	Greater Cherry Hill	198 River Road Washington Crossing, Pennsylvania 18977	856-302-4440	Pat Donnelly P. F. Donnelly Enterprises, LLC
New Jersey	Morristown	136 E. Center Street Midland Park, New Jersey 07432	973-536-1250	Eric Moore Moore Care Solutions, Inc.
New Jersey	New Brunswick	2 Williamsburg N Colts Neck, New Jersey 07722	732-915-5616	Tom Morris
New Jersey	Oceanside & Burlington County	821 12th Ave. Rear House Belmar New Jersey 07719	732-749-2610	Jack Stewart RSJJ, LLC
New Jersey ¹	Paterson	6 Riverview Dr. W Montclair, New Jersey 07043	973-413-1158	Richard Lanning Eli Senior Services, LLC
New Jersey	Trenton	6 Manor Drive Princeton NJ 08540	609-937-7760	Jim Barringer
New York	Buffalo	23 Hunt Ave, Hamburg, New York 14075	716-246-1310	Colleen McGuire
New York	Long Island	42 Prospect Avenue Glen Cove, New York 11542	516-254-9481	Mike McClemon
New York	Manhattan	59 East 78th Street New York, New York 10075	212-653-0152	Michael Wolfson &Howie Horowitz HHMW & Company, LLC
New York	New Rochelle	200 California Rd Unit 1 Bronxville, New York 10708	914-362-1745	Leana Walsh LWalsh Adult Placement Corp.
New York	Rochester	385 French Rd, Pittsford, New York 14534	585-888-3032	Neil Russell
North Carolina	Durham	11540 Jordanus Dr. Raleigh, North Carolina 27617	919-241-3414	Allison Schneider-Gulledge ASG Solutions, Inc.
North Carolina	Raleigh	109 Oaken Place Apex, North Carolina 27539	919-300-4117	Jim & Patty Condon Assisted Living Advisers of North Carolina, Inc.
North Carolina	Charlotte	5220 Rounding Run Rd Charlotte, North Carolina 28277	980-236-7084	Mark Daley
North Carolina	Wilmington	238 Sea Lavender Dr Wilmington North Carolina 28403	910-742-3797	Lexi Beall
North Carolina	Winston-Salem	8484 Meadow Vista Dr Lewisville, North Carolina 27023	336-462-3218	Hayden O'Neal O'Neal Senior Living Solutions, LLC
Ohio	Akron	4647 Azalea Lane North Olmstead, Ohio 44070	330-222-5136	Mindi Bub MMB Senior Transitions, LLC
Ohio	Dayton	7018 Blackoak Drive Reynoldsburg, Ohio 43068	614-344-4640	Karen Harrison KBH Services, LLC
Ohio ¹	East Cincinnati	5935 Cleves Warsaw Pike, Cincinnati, Ohio 45233	513-914-1980	David Flautt Kind Enterprises Inc.
Ohio	East Cleveland	17768 Lost Trl Chagrin Falls, Ohio 44023	330-348-0957	David Koch Herona, LLC
Ohio	East Columbus	421 Woodside Meadows Place Gahanna, Ohio 43230	614-636-4905	Miriam Bogard Senior Care Services of Ohio, LLC

State	City	Address	Phone	Owner Name(s)
Ohio	Toledo	1240 Champe RD, Toledo, Ohio 43615	213-550-9186	Mohammad Alfadhel
Ohio ¹	West Cincinnati	5935 Cleves Warsaw Pike, Cincinnati, Ohio 45233	513-914-1980	David Flaunt, Kind Enterprises Inc.
Ohio	West Cleveland	26529 Fairfax Lane North Olmsted, Ohio 44070	440-525-1711	Jake Schoch
Ohio	West Columbus	7652 Sawmill Rd. Suite 306 Dublin, Ohio 43016	614-347-6140	Jasilika Davidson, Davidson Holdings, Inc.
Oregon	SW Portland	2110 Southwest Nevada Court, Portland, Oregon 97219	503-610-9226	Peter Wilhelm Caring Next Steps, LLC
Pennsylvania	Berwyn	229 Biddle Drive Exton, Pennsylvania 19341	484-873-8735	John Sherlock Senior Living Advisors of Chester County, Inc
Pennsylvania	Harrisburg-York	36 Woburn Abbey Ave Camp Hill, Pennsylvania 17011	717-580-2043	Rick Campomizzi RC Media LLC
Pennsylvania	N. Pittsburgh	1419 Macon Ave Pittsburgh, Pennsylvania 15218	724-373-2133	Jennifer Thayer JBT Cares, Inc.
Rhode Island ¹	Providence	111 Elm Street Milton, Massachusetts 02186	401-787-1940	Kevin Smith The People Group, Inc
South Carolina	Charleston	4 Asbury Place Charleston, South Carolina 29407	843-746-9404	Allison Lanford
South Carolina	Greenville	14 Middlemarch Drive Simpsonville, South Carolina 29681	864-900-2525	Mark & Renee Milstead Senior Care Advisor, LLC
South Carolina ¹	North Columbia	317 Fernview Dr Columbia, South Carolina 29229	803-470-1011	Ramona Britt ALL Midlands, LLC
South Carolina ¹	South Columbia	317 Fernview Dr. Columbia, South Carolina 29229	803-470-1011	Ramona Britt ALL Midlands, LLC
Tennessee	Nashville	1244 Drakes Ridge Lane Bowling Green, KY 42103	270-991-9532	Joe Douglas Douglas Senior Care LLC
Tennessee	Memphis	100 Corinthian Cove B102, Jackson, Tenn 38005	731-780-1046	Deniece Caldwell
Tennessee ¹	North Nashville	204 Cambridge Pl Franklin, Tennessee 37067	615-375-3553	Tim Tuttle The Caring Bridge, Inc.
Texas	Amarillo-Lubbock	5526 79th St. Lubbock, Texas 79424	806-310-4007	Brad Hodge
Texas	Austin	4629 Mont Blanc Dr Bee Cave, Texas 78738	512 575-3357	Carrie and Jeff Leinen JC Senior Services LLC
Texas	Flower Mound	2918 Menlo Park Ln Carrollton, Texas 75007	214-475-6711	Stephanie Valadez An Tam Advisors LLC,
Texas	Fort Worth	8490 Old Springtown Rd. Springtown, Texas 76082	817-888-8648	Karen Mitchell Cornerstone Hard Surface Solutions, Inc.
Texas	Houston	15722 Gettysburg Drive Houston, Texas 77377	832-646-9880	Alane Roberts Assisted Living Locators Houston, LLC
Texas	Irving	3905 Treemont Circle Colleyville, Texas 76034	469-250-5220	Mitzie & Jerry Watson DFW Area Eldercare Advisors LLC
Texas	N. San Antonio	192 Windmill Way Spring Branch, Texas 78070	281-414-1832	Lori Yeats Diversified Investments Team Corp
Texas	NE Dallas	11014 Ferndale Road Dallas, Texas 75238	214-563-5663	Yvette Webb YAL Holdings
Texas	Plano	18947 Westwood Place Dallas, Texas 75287	972-805-8849	Traci Duff Compassionate Partners LLC
Texas	SE Dallas	5005 Ridgehurst Lane, Midlothian, Texas 76065	252-241-8546	Bob Bythewood HeartLight Solutions, Inc
Texas	SE Houston	320 Eado Park Circle Houston Texas 77020	832-727-1260	Jeremy Moore Silver Leaf Advisors LLC

State	City	Address	Phone	Owner Name(s)
Texas	SW Houston	2722 Glen Haven Blvd Houston, Texas 77025	281-691-6321	Dan & Hannah Wier
Utah	N. Salt Lake City	4266 S 1325 E Ogden, Utah 84403	801-316-0046	Nicholas Gittins North Utah Senior Advisors, LLC
Utah	Wasatch Front South	6461 S. Canyon Cove Dr. Holladay, Utah 84121	801-997-8607	Matt Larson
Virginia	Arlington	7215 White House Dr. Springfield, Virginia 22153	703-878-7870	Sean Maxwell
Virginia	Fredericksburg	17949 Main Street, #363, Dumfries, Virginia 22026	202-302-5740	Henrietta Young RYoung Enterprises, Inc.
Virginia	Tuckahoe	10440 Greglynn Rd. N. Chesterfield, Virginia 23236	804-643-2600	Bill Thompson Assisted Living Locators of Greater Richmond LLC
Washington	Seattle	5818 Greenwood Ave N, Seattle, Washington 98103	206-395-2659	Amanda Ebbert and Kathryn Johnson
Wisconsin ¹	Lake Geneva	1043 N Osborne Blvd Racine, Wisconsin 53405	262-289-4020	Jennifer Eastman
Wisconsin ¹	Milwaukee	1043 N Osborne Blvd Racine, Wisconsin 53405	262-289-4020	Jennifer Eastman

Notes

1. These franchisees operate multiple territories.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2025				
State	City	Address	Phone	Owner Name(s)
South Carolina	Myrtle Beach	6650 Rivers Ave.. STE 100, Charleston, South Carolina 29406	843-685-2938	Renee M. Messecar and James D. Messecar, Sr. Fox Advisors, Inc.

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
District of Columbia	Washington	240-472-9220	Patricia Russell TLC Nurse Enterprise, LLC
Florida	Jupitar	772-783-9449	Shane & Misty Clark Individual
Florida	Palm Harbor	813-523-3068	James Bullock Safe and Sound Senior Care Corporation
Florida*	Pensacola	850-542-3088	John Horton Calrns 4ds, Inc
Louisiana	New Orleans	443-307-9572	Germaine Simon P&G LLC
Maryland	Baltimore Heights	240-472-9220	Patricia Russell TLC Nurse Enterprise, LLC
Massachusetts	Andover	855-562-7747	Jon Younger Younger Senior Services, Inc.
Pennsylvania	Pittsburgh	724-909-0018	Audie Eddy
Washington	Bellevue	425-310-2665	Sarfaraz Reddy
Washington	Federal Way	425-243-9750	James & Cindy Holston Sterling Resources Northwest Inc.
Washington	Kingsgate	425-310-2665	Sarfaraz Reddy
Wisconsin	Eau Clair	715-628-2011	Jody Shea

* Franchisee resold their franchise to new franchisees through transfer.

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

EXHIBIT "F"
TO DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

[See Attached]

Exhibit F-1
Audited Financial Statements

EHC Holding Company, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2025

EHC Holding Company, LLC and Subsidiaries

Contents

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plantemoran.com

Independent Auditor's Report

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of EHC Holding Company, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2025 and 2024 and the related consolidated statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Plante & Moran, PLLC

April 13, 2026

EHC Holding Company, LLC and Subsidiaries

Consolidated Balance Sheet

December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash	\$ 10,168,793	\$ 7,200,071
Investments	103,668	-
Accounts receivable - Net	3,853,514	2,685,757
Inventory	516,419	47,090
Deferred commission costs	1,042,596	225,341
Prepaid expenses and other current assets	1,301,424	807,450
Total current assets	16,986,414	10,965,709
Property and Equipment - Net	2,467,907	2,069,949
Operating Lease Right-of-use Assets - Net	913,143	792,487
Goodwill - Net	99,375,260	52,665,564
Intangible Assets - Net	61,352,930	28,380,024
Other Assets		
Deferred commission costs - Net of current portion	7,828,647	5,332,257
Other noncurrent assets	1,239,170	489,961
Total assets	\$ 190,163,471	\$ 100,695,951
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	\$ 2,455,210	\$ 868,428
Current portion of operating lease liabilities	321,614	212,365
Deferred franchise fees	3,927,355	3,010,287
Other current liabilities:		
Taxes payable	110,665	-
Accrued compensation	737,075	596,645
Other accrued liabilities	1,784,377	1,279,257
Total current liabilities	9,336,296	5,966,982
Long-term Debt	46,646,902	-
Operating Lease Liabilities - Net of current portion	622,636	603,246
Other Long Term Liabilities		
Deferred franchise fees - Net of current portion	20,098,827	16,498,710
Deferred tax liabilities	1,801,324	-
Total liabilities	78,505,985	23,068,938
Members' Equity	111,657,486	77,627,013
Total liabilities and members' equity	\$ 190,163,471	\$ 100,695,951

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries**Consolidated Statement of Operations****Years Ended December 31, 2025 and 2024**

	2025	2024
Net Revenue		
Royalty fees	\$ 13,608,581	\$ 9,732,577
Initial franchise fees	4,362,781	4,547,181
National brand fund fees	3,727,498	2,706,984
Service fees	7,492,249	7,467,150
Other	1,779,058	1,283,105
Total net revenue	30,970,167	25,736,997
Operating Expenses	45,186,193	32,452,294
Nonoperating Expense - Interest expense	(639,467)	-
Loss - Before income taxes	(14,855,493)	(6,715,297)
Income Tax Recovery	(333,964)	-
Consolidated Net Loss	\$ (14,521,529)	\$ (6,715,297)

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Members' Equity

Years Ended December 31, 2025 and 2024

Balance - January 1, 2024	\$ 84,342,310
Consolidated net loss	<u>(6,715,297)</u>
Balance - December 31, 2024	77,627,013
Consolidated net loss	(14,521,529)
Issuance of Class A units	<u>48,552,002</u>
Balance - December 31, 2025	<u>\$ 111,657,486</u>

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Cash Flows

Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows from Operating Activities		
Consolidated net loss	\$ (14,521,529)	\$ (6,715,297)
Adjustments to reconcile consolidated net loss to net cash from operating activities:		
Depreciation and amortization	12,214,482	9,997,566
Noncash lease expense	54,529	16,064
Credit loss expense	187,898	219,820
Deferred income tax recovery	(444,629)	-
Changes in operating assets and liabilities that provided (used) cash:		
Accounts receivable	710,827	(955,312)
Prepaid expenses and other assets	(917,780)	(980,991)
Deferred commission costs	(3,313,645)	(3,364,692)
Accounts payable and other accrued liabilities	76,589	807,195
Deferred franchise fees	2,098,787	606,768
Net cash used in operating activities	(3,854,471)	(368,879)
Cash Flows from Investing Activities		
Cash paid for acquisitions - Net of cash acquired	(85,045,980)	-
Purchase of property and equipment	(579,731)	(689,514)
Net cash used in investing activities	(85,625,711)	(689,514)
Cash Flows from Financing Activities		
Proceeds from long-term debt	47,500,000	-
Debt issuance costs	(853,098)	-
Proceeds from issuance of Class A units	45,802,002	-
Net cash provided by financing activities	92,448,904	-
Net Increase (Decrease) in Cash	2,968,722	(1,058,393)
Cash - Beginning of year	7,200,071	8,258,464
Cash - End of year	\$ 10,168,793	\$ 7,200,071
Supplemental Cash Flow Information - Cash paid for interest	\$ 364,467	\$ -
Significant Noncash Transactions - Fair value of rollover equity issued for business acquisitions	\$ 2,750,000	\$ -

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 1 - Nature of Business

EHC Holding Company, LLC and Subsidiaries (the "Company") includes its wholly owned subsidiaries, Evive Brands, LLC (Evive); Executive Home Care Franchising, LLC (EHC); ALL Franchising, LLC (ALL); ALL Licensing, LLC (Licensing); B&P Burke, LLC (Grasons); Brothers Parsons Franchising, LLC (Brothers); Brothers Parsons HV, LLC (BPHV); Brothers Parsons IP, LLC (BPIP); Evive Holdco, Inc. (Holdco); Pacific Lawn Sprinklers Franchise, LLC (PLSF); PLS Corporate Stores, LLC (PLSC); PLS Hub, LLC (PLSH); and Shine Development, LLC (Shine).

EHC is a franchisor that provides home care services to the elderly, physically handicapped, and injured, allowing them to live at home. EHC began operations in 2004.

ALL is a franchisor that provides senior care placement and referral service for in-home companion care, independent retirement options, assisted living, memory care, and skilled nursing facilities. ALL began operations in 2006 and provides services nationwide. Licensing is an operating company that owns the intellectual property used by ALL.

Grasons is a franchisor that provides services for estate sales and business liquidation services and was established in 2011.

Brothers is a franchisor that provides services associated with gutter installation, repair, and maintenance. BPIP is an operating company that owns the intellectual property used by Brothers. BPHV operates a Brothers franchise. BPHV was sold on October 15, 2025.

Holdco's wholly owned subsidiary, MB Franchise Holdings, Inc. (Maid Brigade), is a franchisor that provides residential and commercial professional cleaning services.

PLSF is a franchisor that primarily provides lawn sprinkler and landscape light services to residential and commercial customers. PLSC is a corporate owned location and PLSH is the national call center for the franchise system.

Shine is a franchisor that provides window care and holiday lighting services to residential and commercial businesses.

Note 2 - Significant Accounting Policies

Basis of Accounting

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The Company has elected to adopt certain accounting alternatives for private companies developed by the Private Company Council, including the alternative for accounting for goodwill and intangibles.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and all of its wholly owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Adoption of New Accounting Pronouncement

In July 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The ASU introduced a practical expedient for estimating expected credit losses on current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, *Revenue from Contracts with Customers*. Under the practical expedient, the Company assumes that current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The standard also permits an accounting policy election to consider collection activity after the balance sheet date when estimating credit losses.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 2 - Significant Accounting Policies (Continued)

The Company adopted the new guidance on January 1, 2025 on a prospective basis. The adoption of this guidance did not have a significant impact on the consolidated financial statements.

Accounts Receivable

Trade accounts receivable are stated at invoice amounts. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the receivables. At December 31, 2025 and 2024, the Company had recorded an allowance for credit losses in the amount of \$695,999 and \$131,037, respectively. The Company evaluates the collectibility of its accounts receivable and determines the appropriate allowance for expected credit losses based on a combination of factors, including the aging of the receivables, historical collection trends, and charge-offs, and includes adjustments for current economic conditions. When the Company is aware of a franchisee or customer's inability to meet its financial obligation, the Company may individually evaluate the related receivable to determine the allowance for expected credit losses. The Company has elected the practical expedient to assume that the current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The Company has also made the policy election to consider collection activity subsequent to year end in making its estimate of expected losses. The Company has considered subsequent collection activity through January 31, 2026. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received. The net accounts receivable balance as of January 1, 2024 was \$1,950,265.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. The cost of leasehold improvements is depreciated (amortized) over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Capitalized Software Costs

The Company capitalizes significant costs incurred in the acquisition or development of software for internal use, including the costs of the software, materials, consultants, interest, payroll, and payroll-related costs for employees incurred in developing internal-use computer software, once final selection of the software is made. Costs incurred prior to the final selection of software and costs not qualifying for capitalization are charged to expense. Capitalized software amortization expense was approximately \$250,000 and \$203,000 in 2025 and 2024, respectively. The net book value of capitalized software costs included in property and equipment at December 31, 2025 and 2024 was approximately \$781,000 and \$1,032,000, respectively. The estimated useful life of the capitalized software is five years.

Leases

The Company has operating leases for corporate office space. The Company recognizes expense for operating leases on a straight-line basis over the lease term. The Company made a policy election not to separate lease and nonlease components for all operating leases. Therefore, all payments are included in the calculation of the right-of-use asset and lease liability. Total rent expense for the years ended December 31, 2025 and 2024 equaled approximately \$308,000 and \$267,000. Cash paid for leases approximated these expense amounts.

The Company has an operating lease with a lease term of one year or less that the Company elected to account for as a short-term lease. As this lease is a short-term lease, it is not included in the right-of-use asset and lease liability. Total expense related to short-term leases is *de minimis*.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all operating leases.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 2 - Significant Accounting Policies (Continued)

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets, which range from 5 to 14 years. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. Assets not subject to amortization are tested for impairment at least annually.

The Company elected to apply the private company accounting alternative for intangible assets acquired in a business combination developed by the Private Company Council. Under the accounting alternative, certain acquired customer-related intangible assets and noncompetition agreements are not separately recognized apart from goodwill.

Debt Issuance Costs

Debt issuance costs are recorded as a reduction in the recorded balance of the outstanding debt. The costs are amortized over the term of the related debt and reported as a component of interest expense.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition.

The Company elected to apply the private company accounting alternative for goodwill developed by the Private Company Council. Under the accounting alternative, goodwill is amortized on a straight-line basis over a 10-year period. Additionally, goodwill is assessed for potential impairment if events occur or circumstances change that indicate the fair value of the Company may be less than its carrying value. The Company elected to test goodwill for impairment at the entitywide level.

No impairment charge was recognized during the years ended December 31, 2025 and 2024.

Revenue Recognition

The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement (typically 10 years); (b) preopening services, such as training; (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees; and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the symbolic intellectual property is accessed over time and the customer (the "franchisee") simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing these services is identified as royalty fees, initial franchise fees, and national brand fund fees on the accompanying consolidated statement of operations.

The Company also operates certain franchise locations. The revenue for these consist of revenue recognized at a point in time as the service is completed. This revenue is identified as service fees on the accompanying consolidated statement of operations.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 2 - Significant Accounting Policies (Continued)

Payment Terms

Initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the consolidated balance sheet. Deferred initial franchise fees as of January 1, 2024 equaled \$18,902,229. Initial franchise fees are also received pursuant to area development agreements, which grant the right to develop franchised territories in future periods in specific geographic areas. Royalties and advertising fees are paid on a monthly basis based upon a percentage of franchisee gross sales. Technology fees are paid on a monthly basis based upon a fixed amount. Service fees are due 30 days from when the service is performed.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to service customers. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that the agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisees' sales. The variable consideration is recognized based on the actual amounts incurred each month.

Costs to Obtain a Franchise Agreement

The Company incurs commission costs to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commission costs are capitalized as deferred commission costs and are expensed over the term of the respective franchise agreement, which is determined to be the period of benefit. During the years ended December 31, 2025 and 2024, commission expenses incurred related to obtaining franchise agreements was approximately \$2,100,000 and \$623,000, respectively.

Advertising Expense

In accordance with the Company's franchise agreements, franchisees pay a percentage of monthly sales to an advertising fund to be used for advertising, marketing, and other promotional purposes. Advertising expense is charged to income during the year in which it is incurred. Advertising expense for 2025 and 2024 was approximately \$5,540,000 and \$3,756,000, respectively.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Holdco is structured as a C corporation; therefore, a current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the year. Deferred tax liabilities or assets are recognized for the estimated future tax effects of temporary differences between financial reporting and tax accounting.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 2 - Significant Accounting Policies (Continued)***Concentrations of Credit Risk***

The Company maintains cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Use of Estimates

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

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including April 13, 2026, which is the date the financial statements were available to be issued.

Note 3 - Business Combinations***MB Franchise Holdings, Inc.***

On May 30, 2025, the Company acquired 100 percent of the outstanding capital stock of MB Franchise Holdings, Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The fair value of the consideration transferred equaled \$17,834,448, all of which was paid in cash.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	\$	209,151
Accounts receivable		202,278
Prepays and other assets		16,307
Right-of-use assets		116,952
Intangible assets		11,657,000
Accounts payable		(386,108)
Deferred franchise fees		(632,153)
Lease liabilities		(70,406)
Accrued expenses		(365,293)
Deferred tax liabilities		(2,245,953)
Total identifiable net assets		8,501,775
Goodwill		9,332,673
Total	\$	17,834,448

The fair value of financial assets includes accounts receivable with a gross contractual value of \$202,278, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 3 - Business Combinations (Continued)

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately \$1,478,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Pacific Lawn Sprinklers

On October 23, 2025, the Company acquired 100 percent of the membership interests of Pacific Lawn Sprinklers Franchise LLC; PLS IP, LLC; and PLS Hub, LLC, and PLSC purchased all assets of PLS Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	\$ 57,119,262
Noncash rollover equity - Class A units	<u>1,000,000</u>
Fair value of total consideration transferred	<u>\$ 58,119,262</u>

The fair value of the 892 Class A units issued as noncash rollover equity was based on a valuation of the Company's membership interests using an option-pricing model. See Note 9 for further details.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	\$ 476,305
Accounts receivable	1,211,555
Inventory	516,419
Prepays and other assets	257,245
Property and equipment	548,204
Right-of-use assets	238,355
Intangible assets	20,887,000
Accounts payable	(357,951)
Deferred franchise fees	(581,855)
Lease liabilities	(238,355)
Accrued expenses	<u>(344,142)</u>
Total identifiable net assets	22,612,780
Goodwill	<u>35,506,482</u>
Total	<u>\$ 58,119,262</u>

The fair value of financial assets includes accounts receivable with a gross contractual value of \$1,211,555, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 3 - Business Combinations (Continued)

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately \$1,885,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Shine Development Holdings, Inc.

On November 24, 2025, the Company acquired 100 percent of the outstanding capital stock of Shine Development Holdings, Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	\$ 10,810,568
Noncash rollover equity - Class A units	<u>1,750,000</u>
Fair value of total consideration transferred	<u>\$ 12,560,568</u>

The fair value of the 1,248 Class A units issued as noncash rollover equity was based on a valuation of the Company's membership interests using an option-pricing model. See Note 9 for further details.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	\$ 32,842
Investments	103,668
Accounts receivable	652,649
Prepays and other assets	4,761
Property and equipment	24,455
Right-of-use assets	92,436
Intangible assets	4,583,000
Accounts payable	(143,367)
Deferred franchise fees	(1,204,390)
Lease liabilities	(92,436)
Accrued expenses	<u>(669,547)</u>
Total identifiable net assets	3,384,071
Goodwill	<u>9,176,497</u>
Total	<u>\$ 12,560,568</u>

The fair value of financial assets includes accounts receivable with a gross contractual value of \$652,649, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 3 - Business Combinations (Continued)

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately \$1,068,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Note 4 - Property and Equipment

Property and equipment are summarized as follows:

	2025	2024
Machinery and equipment	\$ 151,978	\$ 224,961
Vehicles	541,000	281,658
Furniture and fixtures	149,944	140,755
Computer equipment and software	2,095,919	1,678,755
Leasehold improvements	228,551	251,913
Total cost	3,167,392	2,578,042
Accumulated depreciation	699,485	508,093
Net property and equipment	<u>\$ 2,467,907</u>	<u>\$ 2,069,949</u>

Depreciation expense was approximately \$482,000 and \$329,000 for the years ended December 31, 2025 and 2024, respectively.

Note 5 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2025 and 2024 are summarized as follows:

	2025		2024	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets and goodwill:				
Franchise agreements	\$ 55,246,000	\$ 6,607,365	\$ 24,937,000	\$ 3,205,115
Trade names	13,949,232	1,781,070	7,131,232	934,157
Developed technology	1,097,752	551,619	807,674	356,610
Goodwill	116,038,647	16,663,387	62,057,306	9,391,742
Total amortized intangible assets and goodwill	<u>\$ 186,331,631</u>	<u>\$ 25,603,441</u>	<u>\$ 94,933,212</u>	<u>\$ 13,887,624</u>

Amortization expense for intangible assets and goodwill totaled approximately \$11,732,000 and \$9,669,000 for the years ended December 31, 2025 and 2024, respectively.

Estimated amortization expense for the years ending December 31 is as follows:

Years Ending	Amount
2026	\$ 18,941,087
2027	18,941,087
2028	18,941,087
2029	18,941,087
2030	18,941,087
Thereafter	66,022,755
Total	<u>\$ 160,728,190</u>

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 6 - Long-term Debt

Long-term debt at December 31, 2025 is as follows:

Term loan	\$ 40,000,000
Delayed draw term loan	<u>7,500,000</u>
Total	47,500,000
Unamortized debt issuance costs	<u>853,098</u>
Long-term portion	<u>\$ 46,646,902</u>

The balance of the above debt matures as follows:

<u>Years Ending</u>	<u>Amount</u>
2026	\$ -
2027	-
2028	475,000
2029	475,000
2030	475,000
Thereafter	<u>46,075,000</u>
Total	<u>\$ 47,500,000</u>

In October 2025, the Company entered into a credit agreement with a financial institution to help fund current and future acquisitions. Maximum borrowings under the credit agreement are as follows: an initial term loan commitment of \$40,000,000, total delayed draw term loan commitments of \$25,000,000, and a revolving loan commitment of \$7,000,000. All commitments are secured by substantially all of the assets of the Company. Principal payments of 0.25 percent of the outstanding loan amounts are due quarterly starting in 2028 until maturity in October 2031, at which time all unpaid principal is due.

The interest rate is a floating rate equal to the Secured Overnight Financing Rate (SOFR), or the alternate base rate (ABR), plus the applicable margin, as defined in the credit agreement. The effective interest rate on the term loan as of December 31, 2025 was 8.67 percent. The effective rate on the delayed draw term loan as of December 31, 2025 was 8.42 percent.

Debt issuance costs of approximately \$853,000 were incurred to secure the credit facility.

Under the agreements with the bank, the Company is subject to various financial covenants, including a net leverage ratio covenant, and excess cash flow payments. As of December 31, 2025, the Company was in compliance with all financial covenants and was not required to make an excess cash flow payment.

Note 7 - Income Taxes

The components of the income tax provision included in the consolidated statement of operations for the year ended December 31, 2025 are all attributable to continuing operations and are detailed as follows:

Current income tax expense	\$ 110,665
Deferred income tax recovery	<u>(444,629)</u>
Total income tax recovery	<u>\$ (333,964)</u>

The income tax provision differs from the expense that would result from applying statutory rates to income before income taxes as a result of state taxes and temporary timing differences primarily related to intangible assets and revenue recognition.

Notes to Consolidated Financial Statements

December 31, 2025 and 2024

Note 7 - Income Taxes (Continued)

The details of the net deferred tax liability are as follows:

Total deferred tax liabilities	\$ (2,304,376)
Total deferred tax assets	<u>503,052</u>
Total	<u>\$ (1,801,324)</u>

Note 8 - Related Party Transactions

The majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in operating expenses on the accompanying consolidated statement of operations. Total expense for the years ended December 31, 2025 and 2024 was approximately \$809,000 and \$702,000, respectively.

Note 9 - Members' Equity

Class A units have voting rights on all matters requiring the consent, approval, or vote of the members. The Class A units receive preference on distributions. There were 1,000,000 units authorized and 154,175 and 109,546 units issued and outstanding, respectively, as of December 31, 2025 and 2024.

Class B units do not have voting rights and are issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B units are dilutive to the participating preferred units. There were 1,000,000 units authorized and no units issued or outstanding as of December 31, 2025 and 2024.

As defined in the EHC Holding Company, LLC Amended and Restated Limited Liability Company Agreement, a deferred unit provides the right to be issued a Class B unit prior to a significant sale, assuming the fair market value of the Company exceeds the threshold amount, as defined in the Deferred Unit Agreements. The deferred units are time-vesting units that generally vest one-seventh each continuous year of service, becoming fully vested on the seventh anniversary of the grant date. These units allow for accelerated vesting upon the occurrence of a significant sale. As of December 31, 2025 and 2024, there were 5,114 and 3,803 deferred units issued, 3,851 and 2,540 deferred units outstanding, and 849 and 502 deferred units vested, respectively. No compensation expense was recognized during 2025 and 2024, as the fair value of the units is *de minimis*.

EHC Holding Company, LLC and Subsidiaries

Consolidated Financial Report

December 31, 2024

EHC Holding Company, LLC and Subsidiaries

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Independent Auditor's Report

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of EHC Holding Company, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2024 and the related consolidated statements of operations, members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 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 (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our 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 Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Plante & Moran, PLLC

March 25, 2025

EHC Holding Company, LLC and Subsidiaries**Consolidated Balance Sheet****December 31, 2024**

Assets	
Current Assets	
Cash	\$ 7,200,071
Accounts receivable - Net	2,685,757
Inventory	47,090
Prepaid expenses and other current assets	<u>1,032,791</u>
Total current assets	10,965,709
Property and Equipment - Net	2,069,949
Operating Lease Right-of-use Assets - Net	792,487
Goodwill - Net	52,665,564
Intangible Assets - Net	28,380,024
Other Assets	
Deferred commission costs - Net of current portion	5,332,257
Other noncurrent assets	<u>489,961</u>
Total other assets	<u>5,822,218</u>
Total assets	<u>\$ 100,695,951</u>
Liabilities and Members' Equity	
Current Liabilities	
Accounts payable	\$ 868,428
Current portion of operating lease liabilities	212,365
Deferred franchise fees	3,010,287
Other current liabilities:	
Accrued compensation	596,645
Other accrued liabilities	<u>1,279,257</u>
Total current liabilities	5,966,982
Operating Lease Liabilities - Net of current portion	603,246
Deferred Franchise Fees - Net of current portion	<u>16,498,710</u>
Total liabilities	23,068,938
Members' Equity	<u>77,627,013</u>
Total liabilities and members' equity	<u>\$ 100,695,951</u>

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Operations

Year Ended December 31, 2024

Net Revenue	
Royalty fees	\$ 9,732,577
Initial franchise fees	4,547,181
National brand fund fees	2,706,984
Service fees	7,467,150
Other	<u>1,283,105</u>
Total net revenue	25,736,997
Operating Expenses	<u>32,452,294</u>
Consolidated Net Loss	<u>\$ (6,715,297)</u>

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Members' Equity

	Year Ended December 31, 2024
Balance - January 1, 2024	\$ 84,342,310
Consolidated net loss	<u>(6,715,297)</u>
Balance - December 31, 2024	<u>\$ 77,627,013</u>

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries**Consolidated Statement of Cash Flows****Year Ended December 31, 2024****Cash Flows from Operating Activities**

Consolidated net loss	\$ (6,715,297)
Adjustments to reconcile consolidated net loss to net cash from operating activities:	
Depreciation and amortization	9,997,566
Noncash lease expense	16,064
Bad debt expense	219,820
Changes in operating assets and liabilities that (used) provided cash:	
Accounts receivable	(955,312)
Prepaid expenses and other assets	(980,991)
Deferred commission costs	(3,364,692)
Accounts payable and other accrued liabilities	807,195
Deferred franchise fees	606,768
Net cash used in operating activities	(368,879)

Cash Flows Used in Investing Activities - Purchase of property and equipment (689,514)

Net Decrease in Cash (1,058,393)

Cash - Beginning of year 8,258,464

Cash - End of year \$ 7,200,071

See notes to consolidated financial statements.

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EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024

Note 1 - Nature of Business

EHC Holding Company, LLC and Subsidiaries (the "Company") includes its wholly owned subsidiaries, Evive Brands, LLC (Evive); Executive Home Care Franchising, LLC (EHC); ALL Franchising, LLC (ALL); ALL Licensing, LLC (Licensing); B&P Burke, LLC (Grasons); Brothers Parsons Franchising, LLC (Brothers); Brothers Parsons HV, LLC (BPHV); and Brothers Parsons IP, LLC (BPIP).

EHC is a franchisor that provides home care services to the elderly, physically handicapped, and injured, allowing them to live at home. EHC began operations in 2004.

ALL is a franchisor that provides senior care placement and referral service for in-home companion care, independent retirement options, assisted living, memory care, and skilled nursing facilities. ALL began operations in 2006 and provides services nationwide. Licensing is an operating company that owns the intellectual property used by ALL.

Grasons is a franchisor that provides services for estate sales and business liquidation services and was established in 2011.

Brothers is a franchisor that provides services associated with gutter installation, repair, and maintenance. BPIP is an operating company that owns the intellectual property used by Brothers. BPHV operates a Brothers franchise.

Note 2 - Significant Accounting Policies

Basis of Accounting

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The Company has elected to adopt certain accounting alternatives for private companies developed by the Private Company Council, including the alternative for accounting for goodwill and intangibles.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and all of its wholly owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Accounts Receivable

Trade accounts receivable are stated at invoice amounts. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the receivables. At December 31, 2024, the Company had recorded an allowance for credit losses in the amount of \$131,037. The Company evaluates the collectibility of its accounts receivable and determines the appropriate allowance for expected credit losses based on a combination of factors, including the aging of the receivables, historical collection trends, and charge-offs, and includes adjustments for current economic conditions and reasonable and supportable forecasts. When the Company is aware of a franchisee or customer's inability to meet its financial obligation, the Company may individually evaluate the related receivable to determine the allowance for expected credit losses. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received. The net accounts receivable balance as of January 1, 2024 was \$1,950,265.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. The cost of leasehold improvements is depreciated (amortized) over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)

Capitalized Software Costs

The Company capitalizes significant costs incurred in the acquisition or development of software for internal use, including the costs of the software, materials, consultants, interest, payroll, and payroll-related costs for employees incurred in developing internal-use computer software, once final selection of the software is made. Costs incurred prior to the final selection of software and costs not qualifying for capitalization are charged to expense. Capitalized software amortization expense was approximately \$203,000 in 2024. The net book value of capitalized software costs included in property and equipment at December 31, 2024 was approximately \$1,032,000. The estimated useful life of the capitalized software is five years.

Leases

The Company has operating leases for corporate office space. The Company recognizes expense for operating leases on a straight-line basis over the lease term. The Company made a policy election not to separate lease and nonlease components for all operating leases. Therefore, all payments are included in the calculation of the right-of-use asset and lease liability.

The Company has an operating lease with a lease term of one year or less that the Company elected to account for as a short-term lease. As this lease is a short-term lease, it is not included in the right-of-use asset and lease liability. Total expense related to short-term leases is *de minimis*.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all operating leases.

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets, which range from 5 to 14 years. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. Assets not subject to amortization are tested for impairment at least annually.

The Company has elected to apply the private company accounting alternative for intangible assets acquired in a business combination developed by the Private Company Council. Under the accounting alternative, certain acquired customer-related intangible assets and noncompetition agreements are not separately recognized apart from goodwill.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition.

The Company has elected to apply the private company accounting alternative for goodwill developed by the Private Company Council. Under the accounting alternative, goodwill is amortized on a straight-line basis over a 10-year period. Additionally, goodwill is assessed for potential impairment if events occur or circumstances change that indicate the fair value of the Company may be less than its carrying value. The Company has elected to test goodwill for impairment at the entitywide level.

No impairment charge was recognized during the year ended December 31, 2024.

Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)

Revenue Recognition

The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement (typically 10 years); (b) preopening services, such as training; (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees; and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing these services is identified as royalty fees, initial franchise fees, and national brand fund fees on the accompanying consolidated statement of operations.

The Company also operates a franchise location. The revenue for this consists of revenue recognized at a point in time as the service is completed. This revenue is identified as service fees on the accompanying consolidated statement of operations.

Payment Terms

Initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the consolidated balance sheet. Deferred initial franchise fees as of January 1, 2024 equaled \$18,902,229. Initial franchise fees are also received pursuant to area development agreements, which grant the right to develop franchised territories in future periods in specific geographic areas. Royalties and advertising fees are paid on a monthly basis based upon a percentage of franchisee gross sales. Technology fees are paid on a monthly basis based upon a fixed amount. Service fees are due 30 days from when the service is performed.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to service customers. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that the agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisees' sales. The variable consideration is recognized based on the actual amounts incurred each month.

Costs to Obtain a Franchise Agreement

The Company incurs commission costs to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commission costs are capitalized as deferred commission costs and are expensed over the term of the respective franchise agreement, which is determined to be the period of benefit.

Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)**Advertising Expense**

In accordance with the Company's franchise agreements, franchisees pay a percentage of monthly sales to an advertising fund to be used for advertising, marketing, and other promotional purposes. Advertising expense is charged to income during the year in which it is incurred. Advertising expense for 2024 was \$3,755,611.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Concentrations of Credit Risk

The Company maintains cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Use of Estimates

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

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including March 25, 2025, which is the date the financial statements were available to be issued.

Note 3 - Property and Equipment

Property and equipment are summarized as follows:

Machinery and equipment	\$ 224,961
Vehicles	281,658
Furniture and fixtures	140,755
Computer equipment and software	1,678,755
Leasehold improvements	251,913
Total cost	2,578,042
Accumulated depreciation	508,093
Net property and equipment	\$ 2,069,949

Depreciation expense was \$328,825 for the year ended December 31, 2024.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024

Note 4 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2024 are summarized as follows:

	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets and goodwill:		
Franchise agreements	\$ 24,937,000	\$ 3,205,115
Trade names	7,131,232	934,157
Developed technology	807,674	356,610
Goodwill	62,057,306	9,391,742
Total amortized intangible assets and goodwill	<u>\$ 94,933,212</u>	<u>\$ 13,887,624</u>

Amortization expense for intangible assets and goodwill totaled \$9,668,741 for the year ended December 31, 2024.

Estimated amortization expense for the years ending December 31 is as follows:

Years Ending	Amount
2025	\$ 9,515,106
2026	9,515,106
2027	9,515,106
2028	9,515,106
2029	9,515,106
Thereafter	33,470,058
Total	<u>\$ 81,045,588</u>

Note 5 - Leases

The Company leases three offices under operating lease agreements that have an initial term of three to six years. Some leases include one or more options to exercise renewal terms that can extend the lease term at the Company's sole discretion. In addition, some leases contain rights to terminate whereby those termination options are held by the Company, the lessor, or both parties. These options to extend or terminate the lease are included in the lease terms only when it is reasonably certain that the Company will exercise that option. The Company's leases generally do not contain any material restrictive covenants.

Notes to Consolidated Financial Statements

December 31, 2024

Note 5 - Leases (Continued)

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Amount	
2025	\$ 230,942	
2026	228,719	
2027	203,733	
2028	139,664	
2029	<u>53,632</u>	
Total	856,690	
Less amount representing interest	<u>41,079</u>	
Present value of net minimum lease payments	815,611	
Less current obligations	<u>212,365</u>	
Long-term obligations under leases	<u>\$ 603,246</u>	
Lease cost - Operating lease cost		\$ 235,997
Other information:		
Cash paid for amounts included in the measurement of lease liabilities - Operating cash flows from operating leases		\$ 222,245
Weighted-average remaining lease term (years) - Operating leases		3.7
Weighted-average discount rate - Operating leases		2.6 %

Note 6 - Related Party Transactions

The majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in operating expenses on the accompanying consolidated statement of operations. The total expense for the year ended December 31, 2024 is \$701,563.

Note 7 - Members' Equity

Class A units have voting rights on all matters requiring the consent, approval, or vote of the members. The Class A units receive preference on distributions. There were 1,000,000 units authorized and 109,546 units issued and outstanding as of December 31, 2024.

Class B units do not have voting rights and are issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B units are dilutive to the participating preferred units. There were 1,000,000 units authorized and no units issued or outstanding as of December 31, 2024.

Notes to Consolidated Financial Statements

December 31, 2024

Note 7 - Members' Equity (Continued)

As defined in the EHC Holding Company, LLC Amended and Restated Limited Liability Company Agreement, a deferred unit provides the right to be issued a Class B unit prior to a significant sale, assuming the fair market value of the Company exceeds the threshold amount, as defined in the Deferred Unit Agreements. The deferred units are time-vesting units that generally vest one-seventh each continuous year of service, becoming fully vested on the seventh anniversary of the grant date. These units allow for accelerated vesting upon the occurrence of a significant sale. As of December 31, 2024, there were 3,803 deferred units issued, 2,540 deferred units outstanding, and 502 deferred units vested. No compensation expense was recognized during 2024, as the fair value of the units is *de minimis*.

EHC Holding Company, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2023

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RSM US LLP

Independent Auditor's Report

Board of Directors
EHC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of EHC Holding Company, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of operations, changes in members' equity, and cash flows for the years ended December 31, 2023 and 2022, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

RSM US LLP

Detroit, Michigan
April 18, 2024

EHC Holding Company, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 8,258,464	\$ 7,906,497
Accounts receivable, net allowance for credit losses	1,950,265	595,028
Inventory	47,089	-
Prepaid expenses and other current assets	490,729	146,386
Total current assets	10,746,547	8,647,911
Property, plant, and equipment, net	2,039,654	1,671
Other assets:		
Operating lease right-of-use assets, net	1,025,134	121,846
Goodwill, net	48,652,991	16,450,078
Intangibles, net	31,456,699	5,157,183
Other assets	129,180	131,896
Contract costs	12,163,663	1,865,412
Total other assets	93,427,667	23,726,415
Total assets	\$ 106,213,868	\$ 32,375,997
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	\$ 972,368	\$ 391,621
Accrued expenses	964,767	1,230,707
Current portion of deferred franchise fees	2,422,957	422,746
Current portion operating lease liabilities	198,150	29,701
Total current liabilities	4,558,242	2,074,775
Deferred franchise fees, net of current portion	16,479,272	4,869,898
Operating lease liability, net of current portion	834,044	95,071
	17,313,316	4,964,969
Total liabilities	21,871,558	7,039,744
Members' equity	84,342,310	25,336,253
Total liabilities and members' equity	\$ 106,213,868	\$ 32,375,997

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

**Consolidated Statements of Operations
Years Ended December 31, 2023 and 2022**

	2023	2022
Revenues:		
Franchise fee revenue	\$ 6,507,714	\$ 2,171,527
Support services	666,668	-
Total revenues	7,174,382	2,171,527
Operating expenses:		
Cost of services	306,538	-
General and administrative expenses	5,531,685	2,986,145
Payroll and benefits	3,885,484	1,755,242
Transaction expenses	1,579,290	1,502,800
Amortization and depreciation expense	3,040,926	919,800
Other operating expenses	546,426	15,406
Total operating expenses	14,890,349	7,179,393
Net loss	\$ (7,715,967)	\$ (5,007,866)

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

**Consolidated Statements of Changes in Members' Equity
Years Ended December 31, 2023 and 2022**

Balance, January 1, 2022	\$ 7,844,119
Contributed capital	22,500,000
Net loss	<u>(5,007,866)</u>
Balance at December 31, 2022	25,336,253
Contributed capital	66,722,024
Net loss	<u>(7,715,967)</u>
Balance at December 31, 2023	<u>\$ 84,342,310</u>

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	\$ (7,715,967)	\$ (5,007,866)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,040,926	919,800
Changes in assets and liabilities, net of acquisitions:		
Accounts receivable	146,847	(453,957)
Prepaid expenses and other current assets	(235,413)	(44,821)
Other assets	2,716	(6,575)
Contract costs	(1,143,324)	(117,661)
Accounts payable and accrued expenses	(538,706)	142,018
Deferred franchise fees	1,532,134	300,099
Operating lease assets and liabilities	95,605	2,926
Net cash used in operating activities	(4,815,182)	(4,266,037)
Cash flows from investing activities:		
Acquisition of businesses, net of cash acquired	(46,199,803)	(13,055,236)
Purchase of intangible assets	-	(40,512)
Purchase of property and equipment	(1,355,072)	(1,270)
Net cash used in investing activities	(47,554,875)	(13,097,018)
Cash flows from financing activities:		
Proceeds from capital contributions	52,722,024	20,000,000
Net cash provided by financing activities	52,722,024	20,000,000
Net increase in cash and cash equivalents	351,967	2,636,945
Cash and cash equivalents, beginning	7,906,497	5,269,552
Cash and cash equivalents, ending	\$ 8,258,464	\$ 7,906,497

(Continued)

EHC Holding Company, LLC and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2023 and 2022

	2023	2022
Supplemental schedule of noncash operating, investing and financing activities:		
Acquisition of businesses:		
Assets acquired	\$ 40,044,046	\$ 7,257,883
Liabilities assumed	(13,661,493)	(5,078,960)
Net identifiable assets acquired	26,382,553	2,178,923
Goodwill	34,390,411	14,545,344
Net assets acquired	60,772,964	16,724,267
Less cash acquired	(992,260)	(620,715)
Add due from seller	419,099	45,924
Less contingent consideration	-	(594,240)
Less units issued as consideration	(14,000,000)	(2,500,000)
Cash purchase price	\$ 46,199,803	\$ 13,055,236

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies

Nature of business: EHC Holding Company, LLC and Subsidiaries (the Company) through its wholly owned subsidiaries, including Executive Home Care Franchising, LLC (EH), ALL Franchising, LLC (ALL), ALL Licensing, LLC (Licensing), B&P Burke, LLC (Grasons), Brothers Franchising, LLC (Brothers), and Brothers That Just do Gutters, LLC (BG).

EH is a franchisor that provides home care services to the elderly, physically handicapped and injured, allowing them to live at home. Executive Homecare began operations in 2004.

ALL is a franchisor that provides senior care placement and referral service for in-home companion care, independent retirement options, assisted living, memory care, and skilled nursing facilities. Assisted Living Locators began operations in 2006 and provides services nationwide.

Licensing is an operating company that owns technology used by ALL.

Grasons is a franchisor that provides services for estate sales and business liquidation services. Grasons was established in 2011 and conducts operations from its principal office in California.

Brothers is a franchisor that provides services associated with gutter installation, repair, and maintenance.

BG operates a Brothers franchise.

Significant accounting policies:

Basis of presentation: The consolidated balance sheets is presented as of December 31, 2023 and 2022. The consolidated statements of operations, changes in members' equity, and cash flows are presented for the years ended of December 31, 2023 and 2022. The accompanying consolidated financial statements of the Company include its wholly owned subsidiaries.

All intercompany transactions have been eliminated. The accompanying consolidated financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets accounting principles generally accepted in the United States of America (U.S. GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to U.S. GAAP issued by the FASB in these notes to the consolidated financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue recognition policy: The Company recognizes revenue in accordance with ASC 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

Nature of services - The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement, (b) preopening services, such as training, (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing the services is collectively referred to as franchise fee revenue.

The Company's franchise fee revenue includes franchise royalties, franchise fees, advertising fund contributions and support services performed for franchisees. Initial franchise fees are based on the market type selected and are paid at the time an individual franchise agreement is signed.

The Company also operates a franchise location. The revenue for this consists of revenue recognized at a point in time as the service is completed.

Payment terms - The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Revenue recognition - Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of 10 years with the option to renew for an additional five years if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration, but because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur. Advertising contributions received from the Company's franchisees are recorded as a component of franchise fee revenue in the consolidated statements of operations.

Contract balances - The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise fees) also is recorded. Revenue is recognized on a straight-line basis over the life of the franchise agreement.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

Commission costs - The Company defers those direct and incremental costs associated with the sale of franchises. Contract costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be the initial term of the franchise agreement. Expense is recognized on a straight-line basis commensurate with the pattern of revenue recognition. Contract costs are recorded in other assets in the accompanying consolidated balance sheets.

Advertising funds - The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements at a percentage of franchisee sales. These advertising services are not considered distinct because they are highly dependent and interrelated to the franchise right. Advertising contributions are considered part of the transaction price for the franchise right and recognized as revenue as the underlying sales occur. The advertising costs incurred for franchisees will be expensed in accordance with the Company's normal policy.

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of 90 days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Accounts receivable: Accounts receivables represent amounts due from franchisees pursuant to their individual franchise agreements. Accounts receivables are stated at historical value which approximates fair value. The allowance for credit losses on accounts receivables represents the Company's estimate of expected credit losses over the lifetime of the receivables. This estimation process is based on historical experience, current conditions, asset-specific risk characteristics and reasonable and supportable forecasts about future economic and market conditions. Accounts receivables are written off when deemed uncollectible. Recoveries of royalty receivables previously written off are recorded when received. The allowance for credit loss was approximately \$144,000 and \$37,000 for the years ended December 31, 2023 and 2022, respectively. The Company will continue to monitor and evaluate the adequacy of the allowance for credit losses on accounts receivable on a regular basis and make adjustments as necessary in response to changes in economic conditions and credit quality indicators.

The Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326)*, on January 1, 2023. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instruments which would include accounts receivables. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against account receivable balances based on current and historical information. The adoption of this ASU did not have a material effect on the Company's financial statements.

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees and customers. Consequently, the Company's ability to collect the amounts due from franchisees and customers is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and customers and believes that its accounts receivable credit risk exposure is limited.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

Software development costs: Costs for software developed for internal use are accounted for in accordance with ASC 350, Intangibles—Goodwill and Other - Internal-Use Software. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete, management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying consolidated balance sheets. The Company capitalized software development costs of approximately \$1,271,000 and \$0 for the years ended December 31, 2023 and 2022, respectively.

Property and equipment: Property and equipment are stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method. Property and equipment have estimated useful lives of three to ten years. Depreciation expense for the years ended December 31, 2023 and 2022, was approximately \$98,000 and \$700, respectively.

Goodwill and intangibles: Goodwill is recognized for the excess of the fair value of an acquired business over the fair value of the identifiable net assets acquired. Under ASC 350, Intangibles—Goodwill and Other, the Company elected the accounting alternative to amortize goodwill on a straight-line basis over 10 years.

The Company has elected the provisions of ASU 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. ASU 2014-18 specifies that a private company that elects the accounting alternative to recognize or otherwise consider the fair value of intangible assets as a result of any in-scope transactions should no longer recognize separately from goodwill: (1) customer-related intangible assets unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

The Company tests its recorded goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, significant negative industry or economic trends and a sustained period where market capitalization, plus an appropriate control premium, is less than member's equity. Goodwill is tested using a fair-value approach at the entity level. No indicators of impairment were identified for the years ended December 31, 2023 and 2022.

Intangible assets include franchise agreements, trade names, and developed technology. Intangible assets are amortized on a straight-line basis over their estimated useful lives, which range between five to 14 years.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

Long-lived assets: Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If impairment is considered, recoverability of these assets is measured by a comparison of the carrying amount of the asset to estimated future undiscounted cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount of which the carrying amount of the asset exceeds the fair value of the asset. No impairment loss has been recognized by the Company as of December 31, 2023 and 2022.

Leases: In February 2016, the FASB issued ASC 842, Leases, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. ASC 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in ASC 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted ASC 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period consolidated financial statements. Under this transition provision, the Company has applied ASC 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC 840, Leases.

The Company elected the package of practical expedients under the transition guidance within ASC 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the hindsight practical expedient, and therefore measured the ROU asset and lease liability using the remaining portion of the lease term upon the adoption of ASC 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under ASC 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to nonpublic companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of ASC 842).

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its various asset classes. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Adoption of ASC 842 resulted in the recording of additional ROU assets and lease liabilities related to the Company's operating leases of approximately \$153,000 at January 1, 2022. The adoption of the new lease standard did not materially impact consolidated net earnings or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Fair value measurements: The Company uses the fair value measurement and disclosure guidance for all assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. The guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that management believes market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

Level 2: Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3: Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

Income taxes: As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective percentage ownership. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statements of operations.

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed, and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2023 and 2022.

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies (Continued)

Use of estimates: The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent events: The Company evaluated subsequent events for potential required disclosure through April 18, 2024, which is the date the consolidated financial statements were available to be issued.

Note 2. Acquisition of Businesses

Assisted Living Locators: On August 24, 2022, the Company acquired ALL and Licensing. ALL is a franchisor and the franchises provide senior placement and referral services. Licensing is an operating company that owns technology used by ALL. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of ALL and Licensing, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the consolidated financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

The goodwill arising from the above acquisition is largely due to the ALL's and Licensing's fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, ALL's and Licensing's presence in the marketplace and their long-term expected revenue growth. The goodwill is deductible for income tax purposes.

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:

Cash	\$ 10,604,497
3,409 Class A shares of EHC Holding Company, LLC	<u>2,500,000</u>
Total invested capital	<u>\$ 13,104,497</u>

Recognized amount of identifiable assets acquired and liabilities assumed:

Cash	\$ 554,552
Receivables	90,587
Prepaid assets	63,265
Contract assets	1,535,871
Intangible assets	4,212,000
Other asset	20,232
Accounts payable	(198,630)
Accrued expenses and other liabilities	(246,569)
Contract liabilities	<u>(4,004,575)</u>
Total identifiable net assets acquired	<u>2,026,733</u>
Goodwill	<u>11,077,764</u>
	<u>\$ 13,104,497</u>

EHC Holding Company, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Acquisition of Businesses (Continued)

The fair value of the 3,409 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

Transaction expenses of approximately \$1,077,000 were incurred as a result of the business combination and have been expensed by the Company and included in the consolidated statement of operations within the transaction expenses line item for the year ended December 31, 2022.

Of the \$4,212,000 of identified intangible assets, \$2,736,000 was assigned to franchise agreements, \$1,034,000 was assigned to trade name, and \$442,000 was assigned to developed technology. Each were determined to have useful lives of 10 years, 14 years and five years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 10.45 years. Franchise agreements, trade names, and developed technology were valued using the multiperiod excess earnings method, relief from royalty method, and cost-to-recreate method, respectively.

Grasons: On November 21, 2022, the Company acquired Grasons. Grasons is a franchisor and the franchises provides downsizing and estate sale services, business liquidation services, senior transition assistance, home staging, and home organization services. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of Grasons, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the consolidated financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

The goodwill arising from the above acquisition is largely due to the Grasons' fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, Grasons' presence in the marketplace and its long-term expected revenue growth. The goodwill is deductible for income tax purposes.

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements**

Note 2. Acquisition of Businesses (Continued)

Consideration:	
Cash	\$ 3,071,454
Contingent consideration	594,240
Due from seller	(45,924)
Total invested capital	<u>\$ 3,619,770</u>
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	\$ 66,163
Accounts receivable	25,255
Other current assets	12,508
Deposits	1,450
Intangible assets	676,000
Accounts payable	(792)
Accrued expenses and other liabilities	(23,777)
Deferred revenue	(604,617)
Total identifiable net assets acquired	<u>152,190</u>
Goodwill	<u>3,467,580</u>
	<u>\$ 3,619,770</u>

The Company engaged an independent valuation firm to assist with the valuation of intangible assets using the relief from royalty method.

Contingent consideration in the amount of \$594,240 was recognized at the date of acquisition and is included in the balance sheet within the accrued expenses line item at December 31, 2022. The contingent consideration is based on annual royalties for the 12 months ended December 31, 2022 multiplied by an agreed upon rate. The contingent consideration was settled for approximately \$492,000 and goodwill was adjusted for approximately \$102,000 in 2023.

Transaction expenses of approximately \$404,000 were incurred as a result of the business combination and have been expensed by the Company and included in the consolidated statement of operations within the transaction expenses line item for the year ended December 31, 2022.

Of the \$676,000 of identified intangible assets, \$295,000 was assigned to franchise agreements and \$381,000 was assigned to trade name. Each were determined to have useful lives of 10 years and 14 years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 12.25 years. Franchise agreements and trade names were valued using the multiperiod excess earnings method and relief from royalty method, respectively.

Brothers: on November 22, 2023, the Company acquired Brothers and BG (collectively Brothers Gutters). Brothers Gutters includes a franchisor and the franchisees provide services associated with gutter installation, repair and maintenance. In addition, one franchisee was acquired. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of Brothers Gutters, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements**

Note 2. Acquisition of Businesses (Continued)

The goodwill arising from the above acquisition is largely due to the Brothers Gutters' fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, Brothers Gutters' presence in the marketplace and its long-term expected revenue growth. The goodwill is deductible for income tax purposes.

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:

Cash	\$ 47,192,063
14,709 Class A shares of EHC Holding Company, LLC	14,000,000
Due from seller	(419,099)
Total purchase consideration	<u>\$ 60,772,964</u>

Fair value of identifiable assets acquired and liabilities assumed:

Cash	\$ 992,260
Accounts receivable	1,082,985
Inventory	47,089
Prepaid assets	108,930
Fixed asset	780,949
Contract assets	9,154,927
Intangible assets	27,157,000
Right-of-use asset and other assets	719,906
Accounts payable	(497,365)
Accrued expenses and other	(458,242)
Lease liabilities	(628,435)
Contract liabilities	(12,077,451)
Total identifiable net assets acquired	<u>26,382,553</u>
Goodwill	<u>34,390,411</u>
	<u>\$ 60,772,964</u>

The fair value of the 14,709 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

The primary area of the preliminary valuation that is not yet finalized relates to the on-going negotiation with the Company and the seller on the working capital adjustment. An estimate of \$419,099 was recorded at December 31, 2023.

Transaction expenses of approximately \$1,579,000 were incurred as a result of the business combination and have been expensed by the Company and included in the statement of operations within the transaction expenses line item for the year ended December 31, 2023.

Of the \$27,157,000 of identified intangible assets, \$21,578,000 was assigned to franchise agreements and \$5,579,000 was assigned to trade name. Each were determined to have useful lives of 10 years and 14 years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 10.8 years. Franchise agreements and trade names were valued using the multi-period excess earnings method and relief from royalty method, respectively.

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements****Note 3. Property and Equipment**

Property and equipment is summarized as follows:

	2023	2022
Furniture and fixtures	\$ 386,373	\$ 2,367
Computer equipment and software	1,450,561	-
Equipment	50,890	-
Leasehold improvements	250,564	-
Total property and equipment	2,138,388	2,367
Less accumulated depreciation and amortization	(98,734)	(696)
Property and equipment, net	<u>\$ 2,039,654</u>	<u>\$ 1,671</u>

Note 4. Intangible Assets and Goodwill

Following is a summary of intangible assets:

	December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	\$ 24,937,000	\$ 711,414	\$ 24,225,586
Trade names	7,126,000	248,785	6,877,215
Developed technology	482,512	128,614	353,898
	<u>\$ 32,545,512</u>	<u>\$ 1,088,813</u>	<u>\$ 31,456,699</u>
Goodwill	<u>\$ 51,475,640</u>	<u>\$ 2,822,649</u>	<u>\$ 48,652,991</u>

	December 31, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	\$ 3,359,000	\$ 139,043	\$ 3,219,957
Trade names	1,547,000	60,174	1,486,826
Developed technology	482,512	32,112	450,400
	<u>\$ 5,388,512</u>	<u>\$ 231,329</u>	<u>\$ 5,157,183</u>
Goodwill	<u>\$ 17,187,323</u>	<u>\$ 737,245</u>	<u>\$ 16,450,078</u>

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements****Note 4. Intangible Assets and Goodwill (Continued)**

The change in the carrying value of goodwill for the year ended December 31, 2023 and 2022, is as follows:

Balance at December 31, 2021	\$ 2,602,433
Additions of goodwill	14,545,344
Amortization expense	(697,699)
Balance at December 31, 2022	\$ 16,450,078
Additions of goodwill	34,390,411
Reduction of contingent consideration	(102,094)
Amortization expense	(2,085,404)
Balance at December 31, 2023	\$ 48,652,991

Amortization expense recognized on intangible assets and goodwill totaled approximately \$2,943,000 and \$919,000 as of December 31, 2023 and 2022, respectively.

The future estimated aggregate amortization expense for intangibles and goodwill is as follows for each of the next five years ending December 31:

	Goodwill	Intangibles
Years ending December 31:		
2024	\$ 5,147,564	\$ 3,275,574
2025	5,147,564	3,275,574
2026	5,147,564	3,275,574
2027	5,147,564	3,239,050
2028	5,147,564	3,152,671

Note 5. Leases

The Company leases three offices under operating lease agreements that have an initial term of 3 - 6 years. Some leases include one or more option to exercise renewal terms that can extend the lease term for more years, at the Company's sole discretion. In addition, some leases contain rights to terminate whereby those termination options are held by either the Company, the lessor, or both parties. These options to extend or terminate the lease are included in the lease terms only when it is reasonably certain that the Company will exercise that option. The Company's leases generally do not contain any material restrictive covenants.

Operating lease cost is recognized on a straight-line basis over the lease term. Lease expense is approximately \$106,000 and \$29,000 for the years ended December 31, 2023 and 2022, respectively. For the years ended December 31, 2023 and 2022, weighted average remaining on lease term is 4.7 years and 3.8 years and the weighted average discount rate is 2.64% and 1.37%, respectively.

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements**

Note 5. Leases (Continued)

Supplemental cash flow information related to leases is as follows for the years ended December 31, 2023 and 2022:

	2023	2022
Operating leases:		
Operating cash outflows—payments on operating leases	\$ 91,762	\$ 30,150
Right-of-use assets in exchange for new lease obligations:		
Operating leases	\$ 1,084,556	\$ -

The future minimum rentals under this lease for the years subsequent to December 31, 2023, are as follows:

Years ending December 31:	
2024	\$ 222,245
2025	230,942
2026	228,719
2027	203,733
2028	139,664
Thereafter	53,632
Total lease payments	<u>1,078,935</u>
Less imputed interest	<u>(46,741)</u>
Total present value of lease liabilities	<u><u>\$ 1,032,194</u></u>

Note 6. Related-Party Transactions

A company related to the Company's majority member, charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in general and administrative expenses on the accompanying consolidated statements of operations. The total expense for the years ended December 31, 2023 and 2022, is approximately \$568,000 and \$500,000, respectively.

EHC Holding Company, LLC and Subsidiaries**Notes to Consolidated Financial Statements**

Note 7. Members' Equity

Members' equity consisted of the following membership units:

	2023	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	109,546
Class B Units	1,000,000	1,661

	2022	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	39,316
Class B Units	1,000,000	823

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are deferred units that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units. The units substantially vest upon a change in control of the Company, if still employed.

The Company has issued 2,062 and 823 units to certain management employees as of December 31, 2023 and 2022 and had 1,224 units forfeited as of December 31, 2023.

No compensation expense is recognized on the Class B units as their vesting condition is not considered probable until a change in control occurs.

Note 8. Phantom Stock

During 2023, the Company adopted a phantom deferred unit plan. Each share of phantom deferred unit awarded to eligible individuals represents a contractual right to receive an amount in cash equal to the fair value of the unit upon the occurrence of a significant sale. The Company has authorized 1,000,000 units and 3,286 units are outstanding at December 31, 2023. No compensation expense is recognized on the phantom stock deferred units as their vesting condition is not considered probable until a significant sale occurs.

Exhibit F-2
Guaranty of Performance

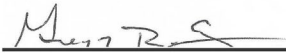
GUARANTEE OF PERFORMANCE

For value received, EHC Holding Company, LLC, a Delaware limited liability company (the "Guarantor"), located at 630 Fifth Avenue, Suite 400, New York, NY 10111, absolutely and unconditionally guarantees to assume the duties and obligations of ALL Franchising, LLC, a Delaware limited liability company, located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Scottsdale, Arizona on the 20th day of April, 2026.

Guarantor:

EHC Holding Company, LLC

By:  _____

Gregory R. Esgar, CFO

EXHIBIT "G"
TO DISCLOSURE DOCUMENT
OTHER AGREEMENTS

EXHIBIT G-1

FRANCHISEE DISCLOSURE QUESTIONNAIRE

[See Attached]

MAY NOT BE SIGNED OR USED IF FRANCHISEE RESIDES WITHIN, OR THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN, A FRANCHISE REGISTRATION STATE¹

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know ALL Franchising, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of an Assisted Living Locators franchise. We require that you complete this Questionnaire (a) so that we can determine whether our franchise sales team followed proper sales procedures and (b) to provide us with reasonable assurance that, prior to signing the Franchise Agreement, you have had an adequate opportunity to review the Franchise Disclosure Document and its attachments, consult with legal and/or business advisors of your choosing, and ask us questions about any disclosures or terms that you do not understand. **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.

- | | | | |
|-------|------|-----|--|
| Yes__ | No__ | 1. | Have you received from us and personally reviewed the Franchise Agreement and, if applicable, Area Development Agreement (“ADA”), together with all attachments to those agreements?
<i>[If you answer “no,” please explain in Explanation Section]</i> |
| Yes__ | No__ | 2. | Have you received from us and personally reviewed a Franchise Disclosure Document (“FDD”)?
<i>[If you answer “no,” please explain in Explanation Section]</i> |
| Yes__ | No__ | 3. | Did you sign a receipt for the FDD indicating the date you received it? |
| Yes__ | No__ | 4. | Do you understand all the information contained in the FDD, Franchise Agreement and ADA (if applicable)?
<i>[If you answer “no,” please identify any information you don’t understand in Explanation Section]</i> |
| Yes__ | No__ | 5. | Did you receive the FDD at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money? |
| Yes__ | No__ | 6. | Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it? |
| Yes__ | No__ | 7. | Have you reviewed the FDD, Franchise Agreement and ADA (if applicable) with a lawyer, accountant or other professional advisor? |
| Yes__ | No__ | 8. | Have you discussed the benefits and risks of developing and operating an Assisted Living Locators franchise with an existing Assisted Living Locators franchisee? |
| Yes__ | No__ | 9. | Do you understand the risks of developing and operating an Assisted Living Locators franchise? |
| Yes__ | No__ | 10. | Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors? |
| Yes__ | No__ | 11. | Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement or ADA (if applicable) must be arbitrated in Arizona if not resolved informally or by mediation? |

¹ Registration states include California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

- Yes__ No__ 12. Do you understand that the Franchise Agreement, ADA (if applicable) and the attachments to those agreements contain the entire agreement between us and you concerning the Assisted Living Locators franchise, meaning any prior oral or written statements not set out in the Franchise Agreement, ADA or the attachments will not be binding?
- Yes__ No__ 13. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the costs involved in operating an Assisted Living Locators franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?
- [If you answer "yes," please describe the statement or promise in Explanation Section]*
- Yes__ No__ 14. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the training, assistance or support that will be provided to you that is not contained in the FDD or that is contrary to, or different from, the information in the FDD?
- [If you answer "yes," please describe the statement or promise in Explanation Section]*
- Yes__ No__ 15. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the actual, average, projected or hypothetical profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Assisted Living Locators business may generate, other than any information included in Item 19 of the FDD?
- [If you answer "yes," please describe the statement or promise in Explanation Section]*

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

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

THIS QUESTIONNAIRE MAY NOT BE SIGNED OR USED IF THE FRANCHISEE RESIDES WITHIN, OR IF THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN THE STATE OF MARYLAND.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

EXPLANATION SECTION

Please include any explanations below and refer to the applicable question number.

EXHIBIT G-2

GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this “Agreement”) is made as of _____, 202__ (the “Effective Date”) by _____, a(n) _____ (“you”) and each individual holding a direct or indirect ownership interest in you (collectively “Owner”) in favor of ALL Franchising, LLC, a Delaware limited liability company (“us,” and together with you and Owner, the “Parties”).

Background

- A. We signed a Franchise Agreement with you, dated _____, 202__ (the “Franchise Agreement”) pursuant to which we granted you the right to own and operate an ASSISTED LIVING LOCATORS® business.
- B. You have notified us of your desire to [transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee,] [enter into a successor franchise agreement] and we have [consented to such transfer] [agreed to enter into a successor franchise agreement].
- C. As a condition to [our consent to the transfer] [your ability to enter into a successor franchise agreement], you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.
- D. In consideration of our [consent to the transfer] [entering into a successor franchise agreement], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as set forth below.

Agreement

- 1. Release. You, Owner and each of your officers, directors, employees, representatives, affiliates, successors and assigns (“Franchisee Parties”) hereby release, acquit and forever discharge us, our affiliates, and our (and our affiliates’) past and present owners, officers, directors, employees, representatives, successors and assigns (“Franchisor Parties”) from all claims, liabilities, damages, expenses, actions or causes of action that any Franchisee Party may now have or ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the: (a) execution, performance or breach of the Franchise Agreement; or (b) offer, sale or acceptance of franchise related thereto, including any disclosures or representations made in connection therewith. This release does not apply to any obligations contained in this Agreement.

- (a) California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive §1542 of the California Civil Code, which provides the following:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

[Clause (a) only applies for California franchisees; otherwise it is omitted]

- (b) Washington Franchise Law. This release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

[Clause (b) only applies for Washington franchisees; otherwise it is omitted]

- 2. Nondisparagement. Franchisee Parties agree not to: (a) disparage, or make false statements or negative comments regarding, a Franchisor Party; or (b) make any other statements to third parties intending to damage a Franchisor Party’s business or reputation. The restrictions in this Section: (a) apply to all methods of communications, including online statements and social media posts; and (b) prohibit a Franchisee Party from indirectly violating this Section by influencing or encouraging a third party to engage in activities that would violate this Section if done by a Franchisee Party.
- 3. Representations and Warranties. You and Owner each represent and warrant that: (a) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (b) neither you nor Owner has assigned or transferred, either voluntarily or by operation of law, any rights or claims against any Franchisor Party or any rights, claims or obligations being terminated or released hereunder; (c) you and Owner have not and shall not (i) institute or cause to be instituted against any Franchisor Party a

legal proceeding of any kind, including filing a claim or complaint with a state or federal court or regulatory agency, alleging a violation of any law or public policy or (ii) make any statements prohibited by §2; and (d) the persons identified as Owner on the signature page collectively own 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

4. Communications with Governmental Authorities. Nothing in this Agreement shall restrict or be deemed to preclude you from disclosing truthful information to governmental authorities in response to any request for information you receive from them.
5. Miscellaneous.
 - (a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.
 - (b) This Agreement is governed by the laws of the State of Arizona.
 - (c) If either Party must institute legal action to enforce this Agreement, the prevailing Party is entitled to recover all of its reasonable costs and attorneys' fees from the non-prevailing Party.
 - (d) This Agreement is binding on, and inures to the benefit of, the Parties and their respective executors, administrators, heirs, assigns and successors in interest.
 - (e) This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.
 - (f) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof).
 - (g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.
 - (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

[REDACTED]

By: _____

Name: _____

Title: _____

FRANCHISE OWNERS:

Name: _____

Name: _____

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of _____, 202__ (the "Effective

Date”) by _____, a(n) _____ (“you”) and each individual holding a direct or indirect ownership interest in you (collectively “Owner”) in favor of ALL Franchising, LLC, a Delaware limited liability company (“us,” and together with you and Owner, the “Parties”).

Background

- A. We signed a Franchise Agreement with you, dated _____, 202____ (the “Franchise Agreement”) pursuant to which we granted you the right to own and operate an Assisted Living Locators business;
- B. You have notified us of your desire to transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee, [**enter into a successor franchise agreement**] and we have consented to such transfer [**agreed to enter into a successor franchise agreement**]; and
- C. As a condition to our consent to the transfer [**your ability to enter into a successor franchise agreement**], you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.
- D. In consideration of our consent to the transfer [**our entering into a successor franchise agreement**], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as set forth below.

Agreement

- 1. Release. Owner, you, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the “Franchisee Parties”), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the “Franchisor Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement.
- 2. California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive Section 1542 of the California Civil Code, which provides the following:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

[Section 2 only applies for California franchisees; otherwise it is omitted]

- 3. Washington Franchise Law. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

[Section 3 only applies for Washington franchisees; otherwise it is omitted]

- 4. Non-disparagement. Each of the Franchisee Parties expressly covenant and agree not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Franchisor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Parties, the business conducted by any of the Franchisor Parties or the reputation of any of the Franchisor Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through

any other verbal, digital or electronic method of communication. The obligations in this Section also prohibit the Franchisee Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Franchisee Party.

5. Representations and Warranties. You and Owner each represent and warrant that: (a) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (b) neither you nor Owner has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Franchisor Parties or any of the rights, claims or obligations being terminated or released hereunder; (c) you and Owner have not and shall not (i) institute or cause to be instituted against any of the Franchisor Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Agreement or (ii) make any verbal, written or other communication that could reasonably be expected to damage or adversely impact any Franchisor Party's reputation or goodwill; and (d) the individuals identified as Owners on the signature pages hereto together hold 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

6. Miscellaneous.

- (a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.
- (b) This Agreement shall be construed and governed by the laws of the State of Arizona.
- (c) In the event that it shall be necessary for any Party to institute legal action to enforce, or for the breach of, any of the terms and conditions or provisions of this Agreement, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.
- (d) All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.
- (e) This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified except in a writing signed by each of the Parties.
- (f) If one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- (g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.
- (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.
- (i) **THIS RELEASE DOES NOT APPLY WITH RESPECT TO CLAIMS ARISING UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, RCW 19.100, AND RULES ADOPTED THEREUNDER.**

In witness whereof, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

By: _____
Name: _____
Its: _____

FRANCHISE OWNERS:

Name: _____

Name: _____

Name: _____

EXHIBIT G-3

CRM USER AGREEMENT AND PRIVACY POLICY

[See Attached]

Acceptable Use Policy

Date: 3/22/2018

1 Overview

The purpose of this policy is to establish acceptable and unacceptable use of electronic devices, network resources and information platforms at Assisted Living Locators (“ALL”) and by their franchisees in conjunction with its established culture of ethical and lawful behavior, openness, trust, and integrity.

ALL provides networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. This policy requires the users of these information assets to comply with company policies and protects the company against damaging legal issues.

2 Scope

All franchisees, as well as their employees, contractors, consultants, temporary and other workers (“You”), along with employees, contractors, consultants, temporary and other works at ALL, including all personnel affiliated with third parties must adhere to this policy. This policy applies to information assets owned or leased by ALL. You are responsible for the security of your own devices, and those associated with your franchise(s) used in conducting your business, however ALL has the right to block your use of company assets with these devices in the event that it determines, at it’s sole discretion, that your devices are creating harm to company assets.

There shall be no exceptions to this policy.

General Requirements

- 2.1.1 You are responsible for exercising good judgment regarding appropriate use of ALL resources in accordance with ALL policies, standards, and guidelines. ALL resources may not be used for any unlawful or prohibited purpose.
- 2.1.2 For security, compliance, and maintenance purposes, authorized personnel may monitor and audit equipment, systems, and network traffic per Audit Procedures developed by ALL and updated from time to time. Devices that interfere with other devices or users on the ALL network, or that harm ALL’s data or the asset itself in any way may be disconnected. You are prohibited from taking measures to actively block our ability to monitor and audit your use of ALL information assets.

System Accounts

- 2.1.3 You are responsible for the security of data, accounts, and systems under your control. Keep passwords secure and do not share account or password information with anyone, including other personnel, family, or friends. Providing access to another individual, either deliberately or through failure to secure its access, is a violation of this policy.
- 2.1.4 You must maintain system-level and user-level passwords in accordance with our established Password Policies associated with our various information assets.
- 2.1.5 You must ensure through legal or technical means that proprietary information remains within the control of Assisted Living Locators and its franchisees at all times. Conducting ALL business that results in the storage of proprietary information on personal or non-ALL controlled environments, including devices maintained by you or a third party with whom ALL does not have a contractual agreement, is prohibited. This specifically prohibits the use of an e-mail account that is not provided by ALL, or its customer and partners, for company business.

Network Use

You are responsible for the security and appropriate use of ALL network resources under your control. Using ALL resources for the following is strictly prohibited:

- 2.1.6 Causing a security breach to either ALL or other network resources, including, but not limited to, accessing data, servers, or accounts to which you are not authorized; circumventing user authentication on any device; or sniffing network traffic.
- 2.1.7 Causing a disruption of service to either ALL or other network resources, including, but not limited to, ICMP floods, packet spoofing, denial of service, heap or buffer overflows, and forged routing information for malicious purposes.
- 2.1.8 Introducing honeypots, honeynets, or similar technology on the ALL network.
- 2.1.9 Violating copyright law, including, but not limited to, illegally duplicating or transmitting copyrighted pictures, music, video, and software.
- 2.1.10 Exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws.
- 2.1.11 Use of the Internet or ALL's network that violates the ALL policies or local laws.
- 2.1.12 Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers.
- 2.1.13 Port scanning or security scanning on a production network unless authorized in advance by Information Security.

Electronic Communications

The following are strictly prohibited:

- 2.1.14 Inappropriate use of communication vehicles and equipment, including, but not limited to, supporting illegal activities, and procuring or transmitting material that violates ALL policies against harassment or the safeguarding of confidential or proprietary information.
- 2.1.15 Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.
- 2.1.16 Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender.
- 2.1.17 Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
- 2.1.18 Use of an ALL e-mail or IP address to engage in conduct that violates ALL policies or guidelines. Posting to a public newsgroup, bulletin board, or listserv with an ALL e-mail or IP address represents ALL to the public; therefore, you must exercise good judgment to avoid misrepresenting or exceeding your authority in representing the opinion of the company.

3 Enforcement

A franchisee shall be accountable for the performance of this policy by all their employees, contractors, consultants, temporary and other workers. A franchisee found to have violated this policy may be subject to disciplinary action, up to and including termination of their franchise agreement. An ALL employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by an ALL temporary worker, contractor or vendor may result in the termination of their contract or assignment with ALL.

4 Definitions

Term	Definition
honeypot, honeynet	Network decoys that serve to distract attackers from valuable machines on a network. The decoys provide an early warning for intrusion detection and detailed information on vulnerabilities.

Spam	Electronic junk mail or junk newsgroup postings. Messages that are unsolicited, unwanted, and irrelevant.
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5 Revision History

Date of Change	Responsible	Summary of Change
3/22/18		Policy created

Privacy Policy

Date: 3/22/2018

Assisted Living Locators (“ALL”) is dedicated to protecting the privacy rights of our users (“you”) and the clients, partners and properties of our users. This Privacy Policy (this “Policy”) describes the ways we collect, store, use, and manage the information, including personal information, and data that you provide or we collect in connection with our service (“Service”) on the ALL-IN™ platform or any successor CRM business management database ALL designates (in either case, “CRM”). Please note that the scope of this Policy is limited to information and data collected or received by ALL through your use of the Service. ALL is not responsible for the actions of third party people or companies not associated with the Service, the content of their sites, the use of information or data you provide to them, or any products or services they may offer. Any link to those sites does not constitute our sponsorship of, or affiliation with, those people or companies for privacy policy purposes.

HIPAA privacy rules apply to CRM and we take security and information privacy matters very seriously. We engage in ongoing efforts to ensure that CRM complies with all applicable laws and regulations, including HIPAA. If you become aware of a data breach, circumstances or conditions that could leave to a data breach, or have concerns about CRM security or compliance, please contact us immediately.

By using the Service, you are expressing your agreement to this Policy and the processing of your information and data, including your personal information, in the manner provided in this Policy. If you do not agree to these terms, please do not use the Service.

If you have any questions or concerns, please contact the ALL Corporate Office at:

Notice@AssistedLivingLocators.com

Information and Data We Collect from You

We may collect the following information and data from you:

- Contact information (such as name and email address)
- Username and password
- Profile information that you volunteer
- Automatically collected data (such as IP Address, your device’s operating system, browser type and language)
- Mobile device identifiers (such as your unique device ID (persistent/non-persistent, hardware type, medial access control (“MAC”) address, international mobile equipment identity (“IMEI”), and your device name)
- Client Information for the purpose of facilitating a match to a property
- Property Information, including pictures and contracts for the purpose of facilitating client matches
- Referral Partner, Marketing Resource, and Contact Information for the purpose of identifying

sources of business and to maintain your franchise operation

Tracking Technologies

We use technologies such as cookies, beacons, scripts, and tags to identify a user's computer/device and to "remember" things about your visit, such as your preferences or a username and password. Information contained in a cookie may be linked to your personal information, such as your user ID, for purposes such as improving the quality of our Services or making the Service easier to use. You can disable cookies at any time, although you may not be able to access or use features of the Service.

How We Use Your Information

ALL's primary goals in using information are to create your account, provide Services to you, improve our Service or contact you. We store information on servers located in the United States via IBM Softlayer and/or Amazon Web Services.

We use information collected through our Service for purposes described in this Policy or disclosed to you in connection with our Service.

Website Services

While you are browsing the Service, your computer's operating system, Internet Protocol (IP) address, access times, browser type and language and referring Web site addresses may be logged automatically. We may use this information to monitor, develop and analyze your use of the Service.

We may ask you to submit and we may process data that is personal to you, including but not limited to your name, profile photo, links to your profiles on social networking websites and other third-party sites, user names and e-mail and mail addresses. We may use this information to create a user profile and provide you Services.

We may use your email address to contact you about your experience with the Sites and notify you about ALL news and activities.

Customer Service

We may use your email address when you contact our customer service group to contact you about your experience with our Service and to notify you about news and activities.

Third Party Services

Our Services may contain third party tracking and data collection and analytics tools from our service providers for the purpose of determining actions that could improve our service. Such third parties may use cookies, APIs, and SDKs in our Service to enable them to collect and analyze user and device related data and information on our behalf. The third parties may have access to and collect data and information about you, such as your device identifier, MAC address, IMEI, locale (specific location where a given language is spoken), geo-location information, IP address, application usage, access and session times, and applications present on the device or in use at a particular time on the device

ALL does not share your personal information or the information on your clients, properties or contacts, referral partners and marketing resources outside of the ALL franchise system and only to facilitate placements in other franchisee territories.

- We may release your information as permitted by law, such as to comply with a subpoena, or when we believe that release is appropriate to comply with the law; investigate fraud, respond to a government request, enforce or apply our rights; or protect the rights, property, or safety of us or our users, or others. This includes exchanging information with other companies and organizations for fraud protection. In certain situations, ALL may be required to disclose personal information in response to lawful requests by public authorities or for local law enforcement requirements.
- ALL may share your information in connection with any merger, sale of our assets, or a financing or acquisition of all or a portion of our business to another company.

- We may share aggregate or anonymous information about you with potential franchisees, business partners, sponsors, and other third parties.

Security Safeguards

ALL takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties.

Although we make good faith efforts to store the information collected on the Service in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party “hackers” from illegally obtaining access to this information. We do not warrant or represent that your information will be protected against, loss, misuse, or alteration by third parties. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

Data Retention

We retain your information for as long as your account is active or as needed to provide you Services. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

International Transfer

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that these countries and jurisdictions may not have the same data protection laws as your own jurisdiction, and we take steps to ensure adequate safeguards are in place to enable transfer of information to the U.S. and the use and disclosure of information about you, including personal information, as described in this Policy.

Revision History

Date of Change	Responsible	Summary of Change
3/22/18		Policy created

EXHIBIT G-4

HIPAA BUSINESS ASSOCIATE AGREEMENT

[See Attached]

HIPAA BUSINESS ASSOCIATE AGREEMENT (45 CFR §164.504(e))

This Business Associate Agreement (this “Agreement”) is entered into as of _____, 202__, between ALL Franchising, LLC, a Delaware limited liability company with a principal place of business located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 (“Business Associate”) and _____, a(n) _____ with a principal place of business located at _____ (“Covered Entity”).

I. RECITALS

- A. Business Associate performs, or assists in the performance of, a function or activity or provides services of a type for Covered Entity that makes Business Associate a “business associate” for purposes of the HIPAA Privacy Regulations. {45 CFR §160.103}
- B. Covered Entity will disclose Protected Health Information to Business Associate in conjunction with the function, activity or services performed or provided by Business Associate. {45 CFR §160.103}
- C. Covered Entity will disclose electronic health information to Business Associate in conjunction with the function, activity or services performed or provided by Business Associate.
- D. Covered Entity and Business Associate desire to enter into this Agreement as required by the HIPAA Privacy and Security Regulations to provide satisfactory assurance to Covered Entity that Business Associate will appropriately safeguard that Protected Health Information. {45 CFR §164.502(e)(1)}

II. AGREEMENT

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

- 1. **Definitions.** The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.
 - a. “Breach” shall have the meaning set forth in 45 C.F.R. § 164.402.
 - b. “Electronic Protected Health Information” shall mean individually identifiable health information that is transmitted by or maintained by electronic media. It includes devices in computers and any removable/transportable digital memory medium. Transmission media include the internet, xtranet or intranet, leased lines, dial-up lines, private networks, and physical movement of removable/transportable media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission. {45 CFR §160.103}
 - c. “HIPAA Privacy Regulations” shall mean the regulations at 45 CFR §160 and §164, subparts A and E.
 - d. “HIPAA Security Regulations” shall mean the regulations at 45 CFR §160 and §164, subpart C.
 - e. “HIPAA Breach Notification Rule” shall mean the regulations at 45 CFR §164, subpart D.
 - f. “HIPAA Rules” shall mean the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.
 - g. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - h. “Protected Health Information” or “PHI” means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that Business Associate receives from Covered Entity or creates, receives, transmits or maintains on behalf of Covered Entity for purposes of performing the services under the Engagement. Unless otherwise stated in this Agreement, any

provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.

- i.* Regulations” shall mean collectively the HIPAA Security Regulations, the HIPAA Privacy Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.
- j.* “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- k.* “Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.
- l.* “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system. {45 CFR §164.304}
- m.* “Subcontractor” means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.
- n.* “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. {45 CFR 164.402}

Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form by Covered Entity to Business Associate, or is created, received, maintained or transmitted by Business Associate on Covered Entity's behalf, will be subject to this Agreement. This Agreement will commence upon the Effective Date and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulators.

- 2. **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this Agreement or as required by law, Business Associate shall not use, de-identify, or further disclose any Protected Health Information disclosed or otherwise made available to it by Covered Entity. {45 CFR §164.504(e)(2)(i) and (e)(2)(ii)(A)}
- 3. **Authorized Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate is hereby authorized to use and disclose Protected Health Information for the following purposes:
 - a. Generally.* Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity: Provide ongoing assistance with the operations of the Covered Entity's franchised business. {45 CFR §164.504(e)(2)}
 - b. Management and Administration.* Business Associate may use and disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided:
 - i.* The disclosure is required by law; or
 - ii.* Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. {45 CFR §164.504(e)(2)(i)(A) and 45 CFR §164.504(e)(4)}
 - c. Violations of Law.* Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 20 CFR §164.502(j)(1).
- 4. **Business Associate's Obligations.**
 - a. Representation and Acknowledgment.* Business Associate represents that it has complied and will comply with the requirements of the Regulations applicable to it and acknowledges that it is aware

that it is subject to the civil and criminal penalties of section 1176 and 1177 of the Social Security Act.

- b. *Safeguards.* Business Associate shall use appropriate safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as permitted or required by this Agreement or as required by law. {45 CFR §164.504(e)(2)(ii)(B)}
- c. *Security of Electronic Protected Health Information.* Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. {45 CFR §164.314(a)(2)(i)(A)}
- d. *Reporting.* Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by the HIPAA Breach Notification Rule.
- e. *Subcontractors.* Business Associate shall ensure that any subcontractors that create or receive Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information. {45 CFR §164.314(a)(2)(i)(B)}
- f. *Providing Electronic Protected Health Information to Agents or Subcontractors.* BUSINESS ASSOCIATE shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect the electronic Protected Health Information. {45 CFR §164.314(a)(2)(i)(B)}
- g. *Individual's Access to Information.* Business Associate shall make available and permit access to Protected Health Information about an individual by that individual in accordance with 45 CFR §164.524. {45 CFR §164.504(e)(2)(ii)(E)}
- h. *Amendment of Protected Health Information.* Business Associate shall make available to Covered Entity Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526. {45 CFR §164.504(e)(2)(ii)(P)}
- i. *Accounting of Disclosures.* Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 CFR §164.528.

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 42 CFR §164.528. Such information shall be given to Covered Entity by Business Associate within 20 days after Covered Entity notifies Business Associate of Covered Entity need for the information. {45 CFR §164.504(e)(2)(ii)(G)}

5. Covered Entity's Obligations.

- a. *Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.* Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA privacy regulations if done by Covered Entity.

6. Breach Notification.

- a. *Notice to Covered Entity.* Business Associate will report to Covered Entity any suspected Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, Subcontractors or agents. All notifications required under this Section will be made by Business Associate without

unreasonable delay and in no event later than ten (10) days of discovery. Business Associate will use the standard at 45 C.F.R. § 164.410(a) to determine when the suspected Breach is treated as discovered. Covered Entity shall have discretion to determine whether a suspected Breach has given rise to a Breach. Business Associate will cooperate with Covered Entity and provide such information as Covered Entity reasonably requires in making this determination. In notifying Covered Entity of a suspected Breach, Business Associate will provide, to the extent reasonably possible, as much of the information it has that would be required in notifying a Covered Entity of a Breach, under 45 C.F.R. § 164.410. If Covered Entity determines that a Breach has occurred, Business Associate will provide any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c).

- b. *Notice to Individuals and Media.* In the event Covered Entity determines a Breach has occurred that was caused by the acts or omissions of Business Associate, its Subcontractors, officers, directors, employees or agents, Business Associate will cooperate with Covered Entity to notify, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Covered Entity to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate will cooperate in Covered Entity's Breach analysis process and procedures, if requested. Covered Entity will at all times have the final decision about the content of any notification required to be given under the Regulations.
- c. *Proof of Encryption.* In the event of a Breach of Secured Protected Health Information, Business Associate shall notify Covered Entity of the Breach as stated in subparagraph (6)(a), above, and within 20 calendar days after giving such notice to Covered Entity, provide proof satisfactory to Covered Entity that such Protected Health Information was not Unsecured Protected Health Information. {42 CFR §164.402}

7. **Term and Termination.**

- a. *Generally.* This Agreement shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Paragraph (7).
- b. *Mutual Agreement.* This Agreement may be terminated by mutual written agreement of the parties.
- c. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate. Covered Entity shall either
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - ii. Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- d. *Effect of Termination.*
 - i. Except as provided in paragraph (2) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form. This provision also shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the protected information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the

protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

8. **Subpoena.** In the event Business Associate receives a subpoena for any Protected Health Information in Business Associate's possession, Business Associate shall immediately notify Covered Entity of the subpoena and deliver a copy of the subpoena to Covered Entity. Business Associate shall respond to the subpoena only in accordance with the HIPAA Privacy Regulations.
9. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery services such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party: To those addresses indicated in the Covered Entity's Franchise Agreement with Business Associate. Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.
10. **Amendment.** This Agreement may not be changed, modified or amended except by a written agreement executed on behalf of each of the parties.
11. **No Waiver.** No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.
12. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements and understandings of every kind and nature between them.
13. **Headings.** The headings placed between the various paragraphs and subparagraphs of this Agreement are inserted for ease of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement.
14. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Rule, 45 CFR §164.500 et seq., the HIPAA Security Rule, 45 CFR §164.302 et seq, and the HIPAA Breach Notification Rule, 45 CFR §164.400 et seq., as each may be amended from time to time.
15. **Governing Law.** This Agreement shall be construed and enforce in accordance with, and governed by, the laws of the State of Arizona.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Business Associate/Franchisor:

Covered Entity/Franchisee:

ALL Franchising, LLC, a Delaware limited liability company

_____,
a(n) _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT G-5

POWER OF ATTORNEY – TELEPHONE AND INTERNET

[See Attached]

POWER OF ATTORNEY - TELEPHONE AND INTERNET

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

That _____ ("Franchisee") irrevocably constitutes and appoints ALL Franchising, LLC, a Delaware limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, is necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, internet listings, networking media sites and other business listings including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone or internet service company providing services to Franchisee, and grants to Franchisor full power and authority to do and perform all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and powers granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor is required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor is fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of the certificate has not been revoked and is in full force and effect, and Franchisee must not take any action against any person, firm or corporation acting in reliance on a certificate or a copy of this Power of Attorney. Any document executed on behalf of Franchisee by Franchisor is deemed to include a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney terminates two (2) years following the expiration or termination of the Franchise Agreement dated _____ by and between Franchisor and Franchisee. The termination, however, does not affect the validity of any act or deed that Franchisor may have affected before that date pursuant to the power granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of Arizona and the laws of the State of Arizona govern all questions as to the validity of this Power of Attorney and construction of its provisions.

In Witness Whereof, the undersigned has executed this Power of Attorney as of _____, 202__.

FRANCHISOR:

ALL Franchising, LLC, a Delaware limited liability company

FRANCHISEE:

_____,
a(n) _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT G-6

SAMPLE CLIENT CONTRACT

[See Attached]



Assisted Living Locators®

Your local senior living advisor

CLIENT AGREEMENT

Assisted Living Locators appreciates the opportunity to locate care options for your loved one. Our goal is to locate the best assisted living home, community or living situation to meet your needs. While we can advise you on your choices, the final decision will be yours to make.

We do not have any ownership or management relationship with any assisted living home or community. We have a referral fee arrangement with certain assisted living homes and communities under which we receive a fee for referring a client if the client moves into the assisted living home or community. Regardless of any referral fee arrangement, our referral and placement fees are free to you and your loved one. No portion of our fees are assessed to you or to our client and the fees charged by the community are the same to you no matter whether they pay us a referral fee or not.

Date of Disclosure: _____

Assisted Living Locators

Client Name: _____

Signature

Signature

Name: _____

Name: _____

Title: _____

Relationship to Prospective Resident:

☐ Self

☐ Family Member

☐ POA

☐ Other _____

Please Identify Relationship

Assisted Living Locators | (877) 275-5991 | assistedlivinglocators.com

EXHIBIT G-7

FRANCHISE RESALE AGREEMENT

[See Attached]

FRANCHISE RESALE AGREEMENT

This Franchise Resale Agreement (the “Agreement”) is entered into as of [REDACTED], 20 (the “Effective Date”) between ALL Franchising, LLC, a Delaware limited liability company as successor-in-interest by merger with CALLRN Franchise LLC, a Delaware limited liability company (“we” or “us”) and [REDACTED], a(n) [REDACTED] (“you” and together with us, the “Parties”).

BACKGROUND

- A. On [REDACTED], 202[REDACTED], the Parties entered into an Assisted Living Locators Franchise Agreement (the “Franchise Agreement”), pursuant to which we granted you the right and license to open and operate an Assisted Living Locators business within the Territory defined therein (your “ALL Business”).
- B. You have notified us that you desire to sell your ALL Business and you have requested our assistance in effectuating the sale and transfer therefore.
- C. We have agreed to assist you in your efforts to sell your ALL Business subject to the terms and conditions set forth in this Agreement.

AGREEMENT

- 1. **Background Recitals.** The statements made in the Recitals above are true and accurate and are incorporated herein.
- 2. **Defined Terms.** Any capitalized term that is not defined herein shall have the meaning ascribed to it in the Franchise Agreement.
- 3. **Term.** The term of this Agreement (the “Term”) begins on the Effective Date and expires on the expiration or earlier termination of the current term of the Franchise Agreement. If the Parties renew the term of the Franchise Agreement, then the Parties may (but need not) renew the Term of this Agreement upon mutually agreeable terms and conditions.
- 4. **Engagement.** You hereby engage us to provide franchise brokerage services during the Term on a non-exclusive basis. We hereby accept the engagement and agree to assist you in your efforts to: (a) locate one or more qualified buyers for your ALL Business; and (b) sell your ALL Business to a qualified buyer that we approve as meeting our minimum qualifications and eligibility requirements for a franchisee. You agree that we may offer (and publicly list) your ALL Business for sale at any price equal to or greater than \$[49,900].
- 5. **Sales Assistance.** During the Term, we agree to provide reasonable assistance in connection with your efforts to sell your ALL Business. We will utilize our current franchise recruiting system and our internal and external franchise sales network (our “Franchise Recruitment Program”) in an effort to identify qualified candidates to purchase your ALL Business. We shall pre-qualify all leads to ensure they meet our minimum qualifications and eligibility requirements for franchisees. We do not represent or guaranty that our efforts to identify a qualified buyer willing to purchase your ALL Business will be successful. Under no circumstances will we have any liability to you based on the services we render pursuant to this Agreement.
- 6. **Your Obligations.** We will expend valuable time and resources attempting to market and sell your ALL Business. For this reason, you may not refuse any purchase offer that we present to you for a purchase price of at least \$[49,900]. However, you will have an opportunity to negotiate a higher price after we introduce the potential buyer to you. You agree to cooperate with us in good faith and provide all reasonable assistance and information we request in order to effectuate the purposes of this Agreement and facilitate the sale of your ALL Business. You agree to promptly provide all potential buyers with full access to your books and records for due diligence purposes. Throughout the Term, you agree to remain in full compliance with all terms of the Franchise Agreement. You understand that all terms in the Franchise Agreement governing transfer of your ALL Business (including payment of the transfer fee) shall apply to any sale of your ALL Business notwithstanding the execution of this Agreement.

7. **Purchase Agreement.** We assume no responsibility for preparing or negotiating the asset or stock purchase agreement between you and the buyer. You and the buyer are solely responsible for preparing and negotiating the asset or stock purchase agreement pursuant to which you will transfer ownership of your ALL Business to the buyer.
8. **Fees and Costs.** If either (a) you sell your ALL Business to a buyer solicited through our Franchise Recruitment Program or (b) we materially assist you in your efforts to sell your ALL Business to a buyer solicited by you or an unaffiliated third party, then you agree (as applicable) to: (a) reimburse us for all referral fees, commissions and other compensation we must pay to a third-party broker, referral agent, sales agent, development agent or lead generation source (a “Broker”) in connection with the sale of your ALL Business (a “Broker Commission”); or (b) pay us a \$10,000 resale assistance fee (the “Resale Assistance Fee”) if the buyer is not procured by a Broker to whom a Broker Commission is owed in connection with the sale. You agree to pay us the Broker Commission or Resale Assistance Fee, as applicable, in one lump sum concurrently with the closing of the sale of your ALL Business to the buyer. The Broker Commission or Resale Assistance Fee, as applicable, shall be in addition to any transfer fee imposed under the Franchise Agreement.
9. **Indemnification.** Your indemnification obligation under the Franchise Agreement shall extend to and apply with respect to any damages we incur as a result of or in connection with: (a) your breach of this Agreement; or (b) your discussions, negotiations or other relationship with any potential buyer solicited through the Franchise Recruitment Program, including your breach of any agreement between you and such buyer.
10. **No Liability.** You hereby agree to hold harmless, and not assert any claims against, us, our affiliates, any of our (or our affiliates’) owners, officers, employees or other representatives, or any member of our Franchise Recruitment Program, in connection with any dispute or disagreement between you and any prospective or actual buyer of your ALL Business.
11. **Default & Termination.** If you breach any obligation under this Agreement and fail to cure the breach within 10 days after notice from us, we may immediately terminate this Agreement upon notice to you and pursue any and all remedies available to us under this Agreement, the Franchise Agreement, at law or in equity. Your default under this Agreement constitutes a default under the Franchise Agreement. Similarly, your default under the Franchise Agreement constitutes a default under this Agreement.
12. **Effect of Expiration or Termination.** Upon expiration of the Term, we have no further responsibility or obligation to assist you with the sale of your ALL Business unless otherwise agreed to by both Parties in writing. If, following the expiration or termination of this Agreement, you sell your ALL Business to any person: (a) who was initially solicited through our Franchise Recruitment Program during the Term of this Agreement; and/or (b) with respect to whom we provided material assistance in connection with your sales efforts during the Term of this Agreement, then you agree to pay us the Broker Commission or Resale Assistance Fee, as applicable, set forth in §8 notwithstanding the prior termination or expiration of this Agreement.
13. **Miscellaneous.**
 - (a) **No Waiver.** By executing this Agreement, we shall not be deemed to have: (a) waived or impaired any right, power or option granted to us under the Franchise Agreement; or (b) waived or consented to any default or breach by you under the Franchise Agreement.
 - (b) **Effect on Franchise Agreement.** All terms, conditions, covenants and representations set forth in the Franchise Agreement shall remain in full force and effect during the Term of this Agreement.
 - (c) **Binding Nature.** This Agreement shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.
 - (d) **Time of Essence.** Time is of the essence of this Agreement and of every term, covenant and condition hereof.
 - (e) **Headings.** The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

- (f) Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Arizona.
- (g) Dispute Resolution. Any dispute between the Parties relating to this Agreement shall be resolved in accordance with the dispute resolution procedures set forth in the Franchise Agreement, all of which are incorporated herein by this reference.
- (h) Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

The Parties have executed this Agreement effective as of the Effective Date first above written.

“FRANCHISOR”

ALL Franchising, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

“FRANCHISEE”

[REDACTED]

By: _____
Name: _____
Title: _____

EXHIBIT "H"
TO DISCLOSURE DOCUMENT
STATE ADDENDA AND AGREEMENT RIDERS

[See Attached]

STATE ADDENDA AND AGREEMENT RIDERS
ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,
AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR
ALL Franchising, LLC

BACKGROUND AND PURPOSE

The following modifications are made to the Assisted Living Locators Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by ALL Franchising, LLC (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 202__ (the “Franchise Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the applicable state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document.
2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
4. The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.
5. The Franchise Agreement and Supplemental Agreements require binding you to litigate in Maricopa County, Arizona with each party bearing its own costs of litigation.
6. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement or Supplemental Agreement restricting venue to a forum outside the State of California.
7. The Franchise Agreement and Supplemental Agreements require application of the laws of Arizona. This provision may not be enforceable under California law.
8. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
9. The Franchise Agreement and Supplemental Agreements may contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
10. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.
11. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.
12. You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

13. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT <https://dfpi.ca.gov/>.

[Signature page follows at end of exhibit]

HAWAII

1. The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

2. Our registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

3. The states in which this filing is effective are listed on the Exhibit to the FDD titled "State Effective Dates".
4. The states in which this filing is or will be shortly on file include the following: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Rhode Island, Virginia, Washington and Wisconsin.
5. The states, if any, which have refused, by order or otherwise, to register these franchises include the following: None.
6. The states, if any, which have revoked or suspended the right to offer these franchises include the following: None.
7. The states, if any, in which the filing of these franchises has been withdrawn include the following: None.
8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature page follows at end of exhibit]

ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.
2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinois is void.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The Franchise Agreement and Supplemental Agreements are amended to state the following:

To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control.

[Signature page follows at end of exhibit]

INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.
2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.
3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.
4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.
5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

[Signature page follows at end of exhibit]

MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”), the Disclosure Document and Franchise Agreement is amended as follows:

1. Item 5 of the Disclosure Document is amended as follows:

The Maryland Securities Commissioner has imposed a fee deferral requirement because of the Franchisor’s financial condition. Accordingly, Item 5 of the Franchise Disclosure Document and §14 of the Franchise Agreement are amended to provide that payment of all initial fees is deferred until after franchisor’s pre-opening obligations are complete and franchisee is open for business.

2. Item 17 of the Disclosure Document is amended to add the following:

- a. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.
- b. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- d. In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
- e. The Franchise Agreement and Supplemental Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

3. The Franchise Disclosure Questionnaire, which is attached as an Exhibit to the Disclosure Document, is amended as follows:

All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement and Supplemental Agreements are amended to add the following:

1. Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.
2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.
3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.
4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

5. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.
6. Nothing in the Franchise Agreement, Supplemental Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
7. The Maryland Securities Commissioner has imposed a fee deferral requirement because of the Franchisor's financial condition. Accordingly, Item 5 of the Franchise Disclosure Document and §14 of the Franchise Agreement are amended to provide that payment of all initial fees is deferred until after franchisor's pre-opening obligations are complete and franchisee is open for business.

[Signature page follows at end of exhibit]

MICHIGAN

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

[Signature page follows at end of exhibit]

MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
2. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.
3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
4. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):
 - that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and
 - that consent to the transfer of the franchise will not be unreasonably withheld.
5. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
7. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
8. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

9. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

[Signature page follows at end of exhibit]

NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. The following information is added to the cover page of the Disclosure Document:
INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 added at the end of Item 3 of the Disclosure Document:
Except as provided 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 a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends 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 a franchisee”:
“You may terminate the agreement on any grounds available by law.”
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

[Signature page follows at end of exhibit]

**STATE SPECIFIC ADDENDUM TO ALL FRANCHISING, LLC
FRANCHISE AGREEMENT AS REQUIRED BY THE NORTH DAKOTA FRANCHISE
INVESTMENT LAW**

Notwithstanding anything to the contrary set forth in the ALL Franchising, LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Assisted Living Locators franchises offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your Assisted Living Locators franchised business will be operated in North Dakota.

1. §4.2 of the Franchise Agreement is hereby amended by the addition of the following language that appears therein:

Provisions requiring North Dakota franchisees to sign a general release upon renewal of the franchise agreement are not enforceable in North Dakota.

2. §15.3 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

3. §23.3 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

The provision requires that the franchisee consent to the jurisdiction of courts where Franchisor's headquarters is then located. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

4. §25.125.1 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

For North Dakota Franchisees, North Dakota law shall apply.

5. §23.3 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

For North Dakota franchises, arbitration will be agreeable to all parties and may not be remote from the franchisee's place of business.

6. §23.6 of the Franchise Agreement is hereby amended as follows:

§23 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The provision shall be changed to read the statute of limitations under North Dakota Law will apply.

7. §23.5 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

8. §23.5 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

9. §23.3 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

§23.3 of the Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The provision shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

FRANCHISOR:

ALL Franchising, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:

By: _____
Title: _____
Signature: _____

**ADDENDUM TO ALL FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information supersedes or supplements, as the case maybe, the corresponding disclosures in the main body of the text of the ALL FRANCHISING, LLC Franchise Disclosure Document (“FDD”).

1. Item 17 is amended by the addition of the following language to the original language that appears therein:

(a) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in North Dakota, except in certain instances as provided by law.

(b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

(c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(d) Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(e) Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(f) Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

(g) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(h) Any provision in the Franchise Agreement requiring a franchisee to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(i) Any provision in the Franchise Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

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

Agreed to by:

FRANCHISEE:

By:

Name:

Title:

Date:

FRANCHISOR:

ALL Franchising, LLC

By:

Name:

Title:

Date:

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the “Rhode Island Franchise Law”), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.
2. Section 19-28.1-14 of the Rhode Island Franchise Law provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.
3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.
4. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.

[Signature page follows at end of exhibit]

VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee/area developer to surrender any right given to him under the applicable agreement.

2. If any provision of the Franchise Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.
3. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act.
4. Any provision in the Franchise Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.
5. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
6. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.
7. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
8. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

[Signature page follows at end of exhibit]

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises.

A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. The following Risk Factor is added to the State Cover Page: THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.

20. §14.1 of the Franchise Agreement is hereby amended to include the following language:

“In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. “

21. §19 of the Franchise Agreement is hereby amended to include the following language:

“Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party’s gross negligence, willful misconduct, strict liability, or fraud.”

22. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature page follows at end of exhibit]

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

[Signature page follows at end of exhibit]

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- | | | |
|-------------------------------------|---------------------------------------|---------------------------------------|
| ☐ California | ☐ Michigan | ☐ South Dakota |
| ☐ Hawaii | ☐ Minnesota | ☐ Virginia |
| ☐ Illinois | ☐ New York | ☐ Washington |
| ☐ Indiana | ☐ North Dakota | ☐ Wisconsin |
| ☐ Maryland | ☐ Rhode Island | |

Dated: _____, 202____

FRANCHISOR:

ALL Franchising, LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

EXHIBIT "I"
TO DISCLOSURE DOCUMENT
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	Exemption effective February 19, 2026
Hawaii	
Illinois	Exempt
Indiana	Exempt
Maryland	Exemption effective _____, 2026
Michigan	January 25, 2026 (amended April 24, 2026)
Minnesota	
New York	Exempt
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT "J"
TO DISCLOSURE DOCUMENT
RECEIPTS

[See Attached]

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 ALL Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. You must also receive a franchise agreement containing all material terms at least 5 business days before you sign a franchise agreement.

If ALL Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

____ Jason Wiedder; 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 (800) 267-7816

Issuance Date: April 24, 2026

ALL Franchising, LLC's agent to receive service of process is listed in EXHIBIT "B" to this Disclosure Document.

I received a Franchise Disclosure Document that included the following Exhibits:

EXHIBIT "A"	STATE AGENCIES AND ADMINISTRATORS
EXHIBIT "B"	FRANCHISORS AGENT FOR SERVICE OF PROCESS
EXHIBIT "C"	FRANCHISE AGREEMENT
EXHIBIT "D"	TABLE OF CONTENTS OF BRAND STANDARDS MANUAL
EXHIBIT "E"	LIST OF FRANCHISEES
EXHIBIT "F"	FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE
EXHIBIT "G"	OTHER AGREEMENTS
EXHIBIT "G"-1	FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT "G"-2	GENERAL RELEASE
EXHIBIT "G"-3	CRM USER AGREEMENT AND PRIVACY POLICY
EXHIBIT "G"-4	HIPAA BUSINESS ASSOCIATE AGREEMENT
EXHIBIT "G"-5	POWER OF ATTORNEY – TELEPHONE AND INTERNET
EXHIBIT "G"-6	SAMPLE CLIENT CONTRACT
EXHIBIT "G"-7	FRANCHISE RESALE AGREEMENT
EXHIBIT "H"	STATE ADDENDA AND AGREEMENT RIDERS
EXHIBIT "I"	STATE EFFECTIVE DATES
EXHIBIT "J"	RECEIPTS

Print Name

Date

(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to ALL Franchising, LLC.)

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 ALL Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. You must also receive a franchise agreement containing all material terms at least 5 business days before you sign a franchise agreement.

If ALL Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

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