

FRANCHISE DISCLOSURE DOCUMENT

Mobility Plus Systems, LLC
An Illinois limited liability company
2815 Forbs Avenue, Suite 107
Hoffman Estates, Illinois 60192
(312) 498-6624
franchise@mobilityplus.com
www.mobilityplus.com



As a Mobility Plus franchisee, you will operate a business that sells, rents, installs and services stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products and services for residential use. You will operate a showroom and a mobile business.

The total investment necessary to begin operation of a Mobility Plus franchise is \$316,495 to \$465,295. This includes \$141,495 to \$172,495 that must be paid to the franchisor or affiliate.

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

We furnish the Disclosure Document electronically via FranConnect. To discuss the criteria needed in order to receive our Disclosure Document before you meet with the Franchisor in person, contact Richard Peter at 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192, phone: 312-498-6624.

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

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

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

Issuance date: April 18, 2024

How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|--|---|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F. |
| 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 D 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 Mobility Plus business in my area? | Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What’s it like to be a Mobility Plus franchisee? | Item 20 or Exhibit F 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 mediation, arbitration, or litigation only in Illinois. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliate, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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 FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection 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 sub-franchisor.
- (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, 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
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

TABLE OF CONTENTS

| <u>Item</u> | <u>Page</u> |
|--|--------------------|
| Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES... | 1 |
| Item 2 BUSINESS EXPERIENCE | 3 |
| Item 3 LITIGATION | 4 |
| Item 4 BANKRUPTCY | 4 |
| Item 5 INITIAL FEES | 4 |
| Item 6 OTHER FEES..... | 5 |
| Item 7 ESTIMATED INITIAL INVESTMENT | 11 |
| Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES..... | 13 |
| Item 9 FRANCHISEE’S OBLIGATIONS | 15 |
| Item 10 FINANCING | 16 |
| Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING | 16 |
| Item 12 TERRITORY..... | 21 |
| Item 13 TRADEMARKS..... | 23 |
| Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION..... | 25 |
| Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS | 26 |
| Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL..... | 27 |
| Item 17 SUCCESSOR FRANCHISES, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION | 28 |
| Item 18 PUBLIC FIGURES | 31 |
| Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS | 31 |
| Item 20 OUTLETS AND FRANCHISEE INFORMATION | 33 |
| Item 21 FINANCIAL STATEMENTS..... | 37 |
| Item 22 CONTRACTS | 37 |
| Item 23 RECEIPTS..... | 37 |

Exhibits

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document
- H. Successor Franchise Addendum
- I. Information About Area Representatives

State Effective Dates
Receipt (2 copies)

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

In this disclosure document, “we”, “us,” or “our” refers to Mobility Plus Systems, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must also sign the franchise agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Our name is Mobility Plus Systems, LLC. We are an Illinois limited liability company. We were formed on March 13, 2013. Our principal business address is 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192. We do not have any affiliates that offer franchises in any line of business. Our affiliate, Mobility Plus, LLC, sells your inventory to you. We do not have any predecessors. We have no parents. We use the names “Mobility Plus Systems, LLC” and “Mobility Plus”. We do not intend to use any other names to conduct business. We offer a franchise distribution system under a License Agreement dated August 22, 2023 (as described in Item 13) with Mobility Plus IP, LLC, our affiliate. Our agent for service of process in Illinois is Richard M. Peter at 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192. Our agents for service of process in other states are disclosed in Exhibit A.

We do not operate businesses of the type being franchised. We have offered franchises since 2016. We do not have any other business activities. We have not offered franchises in other lines of business.

Our Parent and Predecessors, and Affiliates

We have no parents or predecessors.

We currently have no affiliates required to be included in this item except as provided below.

Our affiliate, Mobility Plus LLC (“MP”), is an Illinois limited liability company formed on August 30, 2007.

Our affiliate, Mobility Plus IP, LLC (“MPIP”), is a Florida limited liability company formed on August 22, 2023. MPIP owns the MOBILITY PLUS trademarks that it licenses to us.

Our affiliate, Mobility Plus Home Access, LLC (“MPHA”), is a Florida limited liability company formed on August 22, 2023.

Our affiliate, Mobility Plus Stores, LLC (“MP STORES”), is a Florida limited liability company formed on August 22, 2023

Our principal place of business and the principal place of business of MP is 2815 Forbs Ave., Suite 107, Hoffman Estates, Illinois 60192. The principal place of business of MPIP, MPHA, and MP STORES is 601 Brickell Key Drive, Suite 700, Miami, FL 33131.

Our Franchising History

We have never operated businesses of the type being franchised. We have been offering and selling Mobility Plus franchises since 2016. We do not have any other business activities. We have not offered franchises in other lines of business.

Affiliates' Business and Franchising History

Our affiliate, Mobility Plus, LLC, operates (1) as the purchaser of inventory from vendors on behalf of franchisees and (2) as a provider of product installation services, delivery services, and repair and maintenance services. It is located in Hoffman Estates, Illinois, and has the same business address as us. From 2008 to 2020, Mobility Plus, LLC operated a business which was similar to the type of business being franchised in that it marketed and sold stair lifts to customers referred by the US Department of Veterans Affairs but was dissimilar in that it only offered installation, repair, and maintenance services and did not sell products or operate out of a Showroom.

Our affiliate, Mobility Plus Home Access, LLC (“MPHA”) offers Mobility Plus franchises under a materially different business model, under which we grant Mobility Plus franchisees only the right to sell stair lifts, modular ramps and vertical lifts, to rent, install, and service these products and to conduct repairs of mobility equipment only through our Veterans Administration Program. MPHA began offering Mobility Plus Home Access franchises in September 2023. As of December 31, 2023, MPHA did not have any franchisees.

Our affiliate, Mobility Plus Stores, LLC (“MP STORES”) offers Mobility Plus franchises under a materially different business model, under which we grant Mobility Plus franchisees only the right to sell scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories and to rent, install, and service these products. MP STORES began offering Mobility Plus Store franchises in September 2023. As of December 31, 2023, MP STORES did not have any franchisees.

We previously offered area representative rights to certain individuals and companies, under a separate franchise disclosure document. An Area Representative acts as our representative within a defined geographic area to solicit prospective franchisees and to provide support before, during and after a franchisee begins operations. If your franchise is in an area with an Area Representative, they will assist us in providing certain support functions to you. See Exhibit L for information regarding our Area Representatives.

Except as noted above, none of our affiliates have offered franchises in the same line of business as offered in this disclosure document or in any other line of business, nor have they conducted any other business.

The Franchise Offered

If you sign a franchise agreement with us, you will develop and operate a Mobility Plus franchised business focused on the marketing, sale, rental, installation and service of stair lifts, modular ramps, vertical lifts, scooters, power wheelchairs, portable ramps, scooter lifts, and other mobility products and services. You will operate from a showroom and will have two vans for

visiting potential customers, estimating stair lift installations, and making deliveries. We refer to Mobility Plus Systems showrooms as “Systems Showrooms” and we refer to Showrooms operated by franchisees of our affiliate as “Stores Showrooms.”

If your Systems Showroom is located near a US Department of Veterans Affairs Medical Center (referred to in this disclosure document as “VA Medical Center”), then we may seek to use our affiliate’s relationship with the VA Medical Center to direct referrals to your business. However, we do not guarantee that you will receive any such referrals. For customers referred by a VA Medical Center, the customers make payment to us (or our affiliate), and we remit the payment to you (less the royalty fees and other fees owed to us, and any other out-of-pocket costs incurred by us).

We grant qualified candidates the right to operate one or more Mobility Plus franchised businesses according to our Franchise Agreement and our standards. The form of our Franchise Agreement is attached to this disclosure document as Exhibit B.

Market and Competition

The general market for stair lifts, ramps, scooters, and other mobility products and services is highly developed. Our customers are primarily elderly, disabled or handicapped people, including military veterans. Sales are not seasonal.

To our knowledge, there are eight states (Alabama, Connecticut, Georgia, Kentucky, Michigan, Minnesota, Nevada, Oregon, and Washington) where you would need an “elevator license” or similar license to install stair lifts. In some states and jurisdictions, you will need a state license to provide or service home medical equipment such as scooters. To obtain the license (if applicable), you may need to meet certain conditions, such as educational requirements, appropriate business location, proof of insurance, and reporting requirements. You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you.

You will compete against other companies that sell, rent, install and service other mobility products. Some competitors manufacture and sell directly to consumers. Some manufacturers work through distributorships and other arrangements. Other competitors may be selling the same brand of mobility products as you.

ITEM 2 - BUSINESS EXPERIENCE

Richard Peter – CEO and Founder. Richard Peter has been our CEO and Founder in Hoffman Estates, IL, since October 2016. Mr. Peter has also been CEO and Founder of MP in Hoffman Estates, IL, since October 2007. He has also been CEO and Founder of MP STORES and MPHA in Miami, FL since August 2023. Mr. Peter has also been Manager of MPIP and Mobility Plus Holdings, LLC in Miami, FL since August 2023 and Manager of Mobility Plus Associates, LLC in Hoffman Estates, IL since August 2023.

Robert Landolfi – Director of Operations and VA Relations. Robert Landolfi has been our Director of Operations and VA Relations in Hoffman Estates, IL since January 2016 and Director of Operations and VA Relations of MP STORES and MPHA in Miami, FL since August 2023.

Michael Peter – Director of Strategy and Compliance. Michael Peter has been our Director of Strategy and Compliance in Hoffman Estates, IL since March 2021. Mr. has also been Director of Strategy and Compliance of MPHA and MP STORES in Miami, FL since August 2023. From January 2011 to Present, Mr. Peter has been President of Peter Consulting Associates in Evanston, IL. From July 2016 to December 2018, Mr. Peter was SAP Security and Controls Consultant for Treehouse Foods in Oak Brook, IL.

Spencer Jackson – Director of Franchise Development. Spencer Jackson has been our Director of Franchise Development since January 2023. He has also been the Director of Franchise Development for MP STORES and MPHA in Miami, Florida since August 2023. From February 2021 to January 2023, Mr. Jackson was our Franchise Growth Manager. From April 2019 to November 2020, Mr. Jackson was a self-employment salesman in Orlando, FL. From April 2016 to April 2019, Mr. Jackson was a Dealer Team Supervisor for Acorn Stairlifts in Orlando, FL.

ITEM 3 - LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 - BANKRUPTCY

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

ITEM 5 - INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee when you sign a Franchise Agreement. The initial franchise fee is \$60,000. The initial franchise fee is payable in full when the Franchise Agreement is signed and is considered fully earned and nonrefundable upon payment.

In 2023, we did not sell any franchises for a fee different than the published initial franchise fee.

Initial Inventory

Before you open your business, you must purchase the items for your initial inventory (products, brochures, and pictures) from us or our affiliate. This will cost approximately \$75,000 to \$100,000, depending on what you order. You make this payment when you order the items. This payment is not refundable.

Supplies

Before you open your business, you must purchase branded marketing materials and uniforms from us or our affiliate. This will cost approximately \$1,000 to \$2,000, depending on what you order. You make this payment when you order the items. This payment is not refundable.

Point-of-Sale Starter Package

Before you open your business, you must purchase a point-of-sale starter package from us or our affiliate. This will cost approximately \$3,500, which includes sales taxes and shipping costs. This fee is uniform. It is not refundable.

Technology Fee

Starting 30 days after you sign the Franchise Agreement, you must begin paying our monthly Technology Fee. It is currently \$399 per month. You will only pay the monthly Technology Fee once (\$399) prior to opening for business. The Technology Fee pays for your personalized website, online storefront, and certain software. This fee is uniform. It is not refundable.

Initial Training Fee

There is no fee to attend initial training for new franchisees for a new location, but there is a Training Fee of \$5,000 if (1) you purchase an existing Mobility Plus Business or (2) you purchase a second or other multiple Mobility Plus Business and request to attend our initial training program. This payment is not refundable.

ITEM 6 - OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|-------------------------------|--|---|---|
| Royalty | 6% of your Gross Sales. Minimum royalty fee of \$500 per week after first anniversary of the date you sign your franchise agreement. Minimum royalty fee of \$750 per week after second anniversary of the date you sign your franchise agreement. | Weekly, on the Monday of each calendar week for the previously week reported by you | See Note 1 and Note 2. |
| Marketing Fund Contribution | Up to 2% of your Gross Sales; not currently collecting. | Weekly, on the Monday of each calendar week for the previously week reported by you | See Note 1. |
| Local Advertising Requirement | \$1,000 per month or 2% of your Gross | Must be spent by you each month | Based on Gross Sales during each month. Payable directly to your local advertising vendors. Any marketing you proposed must |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|--|--|
| | <p>Sales, whichever is greater.</p> <p>We may modify this requirement upon ninety (90) days' notice to you.</p> | | <p>first be approved by us. We have the right to require you to provide proof that these funds were spent and require you to pay any shortfall to us. We reserve the right to require you to use an approved or designated provider for local advertising services, which may be us or our affiliate. See Note 1.</p> |
| Veterans Administration Program | Reimbursement of our out-of-pocket costs. | Deducted from your payment(s) for work performed or added to the invoice. | <p>If we provide administrative, billing, and/or collection services with respect to any National Account, we reserve the right to require you to pay a National Accounts/Management Fee to us or our designee.</p> <p>See Note 2.</p> |
| Rental Program Management Fee | 3% of your Gross Sales related to the Rental Program | When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice. | <p>If we provide administrative, billing, and/or collection services with respect to the Rental Program, we reserve the right to require you to pay a Rental Program Management Fee to us or our designee.</p> <p>See Note 3.</p> |
| Online Product Sales Program Management Fee | Up to 3% of your Gross Sales related to the Online Product Sales Program; currently not being charged. | When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice. | <p>If we provide administrative, billing, and/or collection services with respect to the Online Product Sales Program, we reserve the right to require you to pay an Online Product Sales Program Management Fee to us or our designee.</p> <p>A program for selling inventory via a website, mobile application, or other virtual marketplace.</p> <p>See Note 4.</p> |
| Credit card processing fee | 3% of your Gross Sales | When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice. | <p>If we provide administrative, billing, and/or collection services to you.</p> <p>We currently provide administrative, billing, and/or collection services pursuant to our Veterans Administration Program, Rental Sales Program, and Online Product Sales Program. We reserve the right to provide these services pursuant to additional</p> |

| Type of Fee | Amount | Due Date | Remarks |
|-------------------------|--|--|---|
| | | | programs we may, but are not obligated to, create. |
| Technology Fee | Currently, \$399 per month | Monthly, on the first Monday of the month | Beginning 30 days after you sign the Franchise Agreement, you must pay our monthly technology fee. Currently, in exchange for the fee, we provide you with a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, a branded email account, and certain other software. We reserve the right to alter the products and services provided for the Technology Fee. We reserve the right to increase the Technology Fee to reflect our costs and expenses. |
| Late fee | \$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if less, interest at the highest rate allowed by law) | On demand | We may charge a late fee if you fail to make a required payment when due. |
| Successor Franchise fee | \$5,000 | Upon signing a successor franchise agreement | Payable if you enter into a successor franchise agreement at the end of your agreement term. |
| Transfer fee | 75% of the then-current Initial Franchise Fee \$5,000 deposit on the transfer fee due when you request our consent on the proposed transfer \$3,000 for a transfer among existing shareholders, partners or members of Franchisee entity | When transfer occurs | Payable when you transfer the franchise, an interest in Franchised Business, the assets of Franchised Business or an interest in the franchisee. |
| Relocation Fee | \$5,000 | 50% due when we grant you approval to relocate and balance due upon our acceptance of the new location | Payable if we approve of the relocation of your Mobility Plus Business. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|-----------------|--|
| Training Fee | \$5,000 | As incurred | <p>Payable if (1) you are purchasing an existing Mobility Plus location from a current franchisee or (2) you are purchasing a second or multiple Mobility Plus franchise and request to attend training.</p> <p>The Initial Training Program is only included in the Initial Franchise Fee for a Franchisee's first Mobility Plus franchise.</p> |
| Customer Resolution Fee | \$250 per complaint, plus reimbursement of money refunded to customer | As incurred | If you request or we require our assistance in resolving a customer dispute. |
| Non-Compliance Fees | \$500 per day, week, or occurrence, whichever is applicable | As required | Payable to us if you do not comply with the Franchise Agreement. |
| Opening Deadline Extension Fee | Up to \$5,000 | As agreed | Payable to us if we grant you extension(s) to the opening deadline (as described in Item 11). |
| Additional On-Site Operating Assistance | Reimbursement of our out-of-pocket costs | As incurred | <p>If you request, we may, but are not obligated to, provide additional on-site operating assistance to you.</p> <p>Our out-of-pocket costs may include, but are not limited to, travel, room, and board, incurred by our representative in traveling to your Territory.</p> |
| System Modifications | All costs and expenses associated with system modification. | As required | <p>If we make changes to our franchise system, you must adapt your business to conform to the changes. Examples may include new technology, equipment, software or trade dress updates.</p> <p>Costs and expenses may be paid to the franchisor or a third-party supplier that we designate.</p> |
| Costs of collection | Our actual costs | As incurred | Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us. |
| Indemnity | Our costs and losses from any legal action related to the operation of your franchise | On demand | You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise |

| Type of Fee | Amount | Due Date | Remarks |
|-----------------------------------|--|-------------|--|
| | | | out of, the operation of your franchise (unless caused by our misconduct or negligence). |
| Reimbursement for insurance costs | Costs and premiums incurred by us on your behalf, plus a 10% administrative fee. | Upon demand | Payable if we incur costs to purchase insurance for you if you fail to do so. |
| Reimbursement of Taxes | Actual assessed taxes against us based on your operation of the Franchised Business or on any payments you make to us. | Upon demand | Only payable if taxes of this type are assessed against us. |
| De-identification expenses | Actual expenses we incur. | Upon demand | If you fail to de-identify the Showroom upon termination or expiration and we make required changes. |
| Prevailing party's legal costs | Our attorney fees and expenses of a legal proceeding, if we are the prevailing party | On demand | In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses. |

All fees are payable only to us. All fees are uniformly imposed by us and collected by us. All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you. You must pay the royalty fee, brand fund contribution, software license fees and any other amounts due to us by electronic transfer of funds.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit and any referral payments. Gross Sales does not include (i) bona fide refunds to customers or (ii) sales taxes collected.

2. If there is a Veterans Administration Medical Center in or near your territory, we may use our relationship with the VA Medical Center to assist you in obtaining referrals to customers. We will manage the relationship between the Mobility Plus System and the VA Medical Center. We will handle all billing and collection of invoices payable by the VA Medical Center and from business customers. We will remit payments by such customers to you within 30 days of receipt, less any fees (including the Royalty Fee) owed by you, any bank charges or credit card fees incurred, and any other out-of-pocket costs incurred by us. We do not guarantee that the VA Medical Center will refer any business to you.

3. If we offer a Rental Program, you must participate in it subject to compliance with the standards and procedures of that program. You must comply with the terms we specify, which

may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control, and other provisions. You must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees. You may also be required to enter into additional agreements required by our rental program software vendor.

4. If we offer an Online Product Sales Program, you must participate in it subject to compliance with the standards and procedures of that program. You must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control, and other provisions. If we offer an Online Products Sales Program, you must participate in it subject to compliance with the standards and procedures of that program.

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ITEM 7 - ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

| Type of expenditure | Amount | Method of payment | When due | To whom payment is to be made |
|-------------------------------------|----------------------|-----------------------------|--------------------------------------|--------------------------------------|
| Initial franchise fee | \$60,000 - \$60,000 | Check or wire transfer | Upon signing the franchise agreement | Us |
| Point-of-Sale Starter Package | \$3,500 - \$3,500 | Check or wire transfer | Before you open your business | Us |
| Rent (see Note 2) | \$30,000 - \$48,000 | Check | Upon signing lease | Landlord |
| Lease Security Deposit (see Note 2) | \$5,000 - \$8,000 | Check | Upon signing lease | Landlord |
| Utilities (see Note 1 and Note 2) | \$4,000 - \$6,000 | Check, debit, and/or credit | Upon ordering service | Utility providers |
| Leasehold Improvements | \$8,000 - \$20,000 | Check | As incurred or when billed | Contractors |
| Local Marketing | \$3,000 - \$3,000 | Check, debit and/or credit | Upon ordering | Vendor |
| Insurance (12 months) | \$8,000 - \$12,000 | Check | Upon ordering | Insurance company |
| Professional Fees | \$2,000 - \$4,000 | Check, debit, and/or credit | Before you open your business | Government |
| Initial Inventory | \$75,000 - \$100,000 | Check, debit, and/or credit | Upon ordering | Our affiliate |
| Showroom Setup (FF&E) | \$8,000 - \$20,000 | Check, debit, and/or credit | Upon ordering | Third Parties |
| Initial Supplies | \$1,000 - \$2,000 | Check, debit, and/or credit | Before you open your business | Our affiliate |
| Vehicle (see Note 3) | \$2,000 - \$10,000 | Check, debit, and/or credit | Upon vehicle purchase | Vehicle dealer |
| Vehicle décor | \$2,000 - \$6,000 | Check, debit, and/or credit | Upon ordering | Vendor |
| Tools | \$3,000 - \$5,000 | Check, debit, and/or credit | Upon ordering | Tool dealer |
| Training Fee (see Note 4) | \$0 - \$5,000 | Check, debit, and/or credit | Upon transfer | Us |

| Type of expenditure | Amount | Method of payment | When due | To whom payment is to be made |
|--|-----------------------|-----------------------------|---|-------------------------------|
| Technology Fee (5 Months) (see Note 5) | \$1,995 - \$1,995 | Check, debit, and/or credit | 30 days after signing the franchise agreement | Us |
| Computer System and Optional Software (see Note 6) | \$0 - \$800 | Check, debit, and/or credit | Upon Ordering | Third Party |
| Additional funds (for first 6 months) (see Note 7) | \$100,000 - \$150,000 | Varies | Varies | Employees, suppliers |
| Total | \$316,495 - \$465,295 | | | |

Notes

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. You must open and operate a showroom within 6 months of signing your Franchise Agreement. Your showroom (not including storage or warehouse space) should be approximately 3,000 square feet, including 2,000 square feet of retail space. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. You must use two full-size cargo vans or other approved vehicles and have them wrapped with our required décor. The low-end estimate assumes you lease vehicles and the amount indicated is for your initial payments. The high-end estimate assumes you purchase and finance the vans and the amount indicated is for your deposit and your initial payments. If you choose to purchase the vans in cash in full, your costs will be significantly different. Your vehicles must at all times be in excellent or better repair, clean, and free of dents and other damage, and present a first-class image appropriate to our brand.

4. If (1) you are purchasing an existing Mobility Plus location from a current franchisee or (2) you are purchasing a second or multiple Mobility Plus franchise and request to attend training, you will owe a Training Fee of \$5,000. A new franchisee will pay \$0 for training.

5. Starting 30 days after you sign the Franchise Agreement, you must begin paying our monthly Technology Fee. It is currently \$399 per month. This estimate assumed you will open for business 6 months from signing the Franchise Agreement.

6. The lower estimate assumes that you already own a computer or tablet capable of supporting our required software and applications. The higher estimate assumes that you must purchase a computer or tablet. The higher estimate also assumes you choose to purchase data security software.

7. This includes any other required expenses you will incur before operations begin and during the initial period of operations (6 months), such as marketing, vehicle expenses, payroll, payroll expenses and other operating expenses in excess of income generated by the business. It does not include paying yourself. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Mobility Plus business by our affiliate, the experience of our franchisees, and our general knowledge of the industry.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. The following are our current specific obligations for purchases and leases:

A. Inventory. You must order your inventory for your showroom from our affiliate, as well as brochures, pictures, branded marketing materials, and uniforms. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We reserve the right to charge a markup of up to 5% on inventory and supplies you purchase from our affiliate to cover our administrative costs.

B. Services. You must purchase product installation services, delivery services, and repair and maintenance services from our affiliate. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

C. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Business Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000 combined single limit with accurate coverage based on who/how many people will be driving the vehicles, (iii) Umbrella insurance policy of at least \$1,000,000, (iv) Workers Compensation and Employee Liability coverage as required by state law (which may apply to independent contractors or employees), and (v) any additional or greater insurance coverage required by a landlord or customer. Your insurance policies (other than Workers Compensation) must add us and our affiliates (including Mobility Plus LLC) as additional insured. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general exceeds the amount specified as the maximum amount required by us for any type of insurance, that higher amount required for the National Account work will apply.

D. Software and hardware. You must use the software and hardware that we specify. See Item 11 for more details. We will provide certain software that we provide to you in exchange for the Technology Fee (see Item 11 for more details).

E. Point-of-Sale Starter Package. You must purchase a Point-of-Sale Starter Package from us. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Our affiliate, Mobility Plus, LLC, operates (1) as a purchaser of inventory from vendors on behalf of franchisees and (2) as a provider of product installation services, delivery services, and repair and maintenance services. Otherwise, neither we nor any affiliate is currently a supplier of any other good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future. None of our officers owns an interest in any supplier to our franchisees.

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after testing in our headquarters or in our company-owned outlet.

We estimate that the required purchases and leases to establish your business are 70% to 85% of your total purchases and leases to establish your business. We estimate that the required purchases and leases of goods and services to operate your business are 70% to 85% of your total purchases and leases of goods and services to operate your business.

Currently, we do not derive revenue from the required purchases and leases by franchisees, nor do we receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so. Our affiliate Mobility Plus LLC received \$10,669,098.94 in 2023 from purchases by our franchisees of inventory and other products. The source of this information is our affiliate's internal records.

Certain suppliers currently pay our affiliate rebates based on franchisee purchases.

No purchasing or distribution cooperative currently exists.

We do not provide any material benefit (including rights to enter into a successor franchise agreement or the right to additional franchises) to you based on your purchase of particular goods or services, or your use of particular suppliers.

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ITEM 9 - FRANCHISEE'S OBLIGATIONS

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

| Obligation | Section in agreement | Disclosure document item |
|--|---|--------------------------|
| a. Site selection and acquisition/lease | § 3 | Item 11 |
| b. Pre-opening purchase/leases | §§ 7, 9 | Items 5, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | §§ 3, 7 | Items 5, 7, 8 and 11 |
| d. Initial and ongoing training | § 8 | Items 5, 6, 8 and 11 |
| e. Opening | § 9 | Items 7, 8 and 11 |
| f. Fees | §§ 10, 12-15, 18, 19, 21, 23, 35, 39 | Items 5, 6 and 7 |
| g. Compliance with standards and policies/operating manual | §§ 1, 3, 6, 7, 10, 12-17, 21, 22, 24-26, 30 | Items 8, 11 and 14 |
| h. Trademarks and proprietary information | §§ 30, 31 | Items 13 and 14 |
| i. Restrictions on products/services offered | § 6 | Items 8, 11 and 16 |
| j. Warranty and customer service requirements | § 6 | Item 8 |
| k. Territorial development and sales quotas | N/A | Item 12 |
| l. Ongoing product/service purchases | § 21 | Items 6 and 8 |
| m. Maintenance, appearance, and remodeling requirements | N/A | Items 6, 7 and 8 |
| n. Insurance | § 18 | Items 6, 7 and 8 |
| o. Advertising | §§ 1, 5, 7, 22 | Items 6, 7, 8 and 11 |
| p. Indemnification | § 40 | Items 6 and 8 |
| q. Owner's participation/management/staffing | N/A | Item 15 |
| r. Records and reports | §§ 24, 25 | Item 11 |
| s. Inspections and audits | N/A | N/A |
| t. Transfer | §§ 38, 39 | Items 6 and 17 |
| u. Renewal | § 4 | Item 17 |
| v. Post-termination obligations | § 36 | Item 17 |
| w. Non-competition covenants | § 33 | Item 17 |
| x. Dispute resolution | § 41 | Items 6 and 17 |

ITEM 10 - FINANCING

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

Our Pre-Opening Obligations. Before you open your business:

Your Site. You must operate the Showroom at a location that meets our site selection requirements and that we have approved. If we have approved a site for your Showroom at the time you execute the Franchise Agreement, we will specify the site as the premises for your Showroom in the Franchise Agreement at the time you sign the Franchise Agreement. In all other cases, the Franchise Agreement will describe a preliminary designated area ("Preliminary Designated Area") and you will be responsible for identifying a site within the Preliminary Designated Area that meets our approval within 60 days after the date you sign the Franchise Agreement. (Franchise Agreement, Section 1(b)). If you utilize a broker to identify a location, you will be responsible for any costs associated therewith. We will not unreasonably withhold our approval of a site that meets our then-current criteria for demographic characteristics; traffic patterns; parking; character of the neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics.

We must approve of the lease, sublease, or purchase contract for the premises of your Showroom before you sign such document. If you lease the Premises, the lease must contain terms and provisions that are reasonably acceptable to us. The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 2). Within 10 days after our approval of the lease, sublease, or purchase contract, you must send us the fully signed document for the premises. You may not relocate the Showroom without our prior approval.

You are responsible for developing the Showroom at your expense. It is your responsibility to prepare all required construction and remodeling plans and specifications to suit the Showroom and to make sure that they comply with federal, state, or local laws and regulations, including the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. You must submit all construction and remodeling plans and specifications to us for our approval before beginning build-out for the Showroom. You must apply for and obtain all requisite government approvals and permits to develop the Premises within three (3) months after signing the Franchise Agreement. You must complete construction or installation of the Showroom within five (5) months after signing the Franchise Agreement. You must open the Showroom in compliance with our standards within six (6) months after signing the Franchise Agreement. (Section 3)

Specification and Suppliers. We will provide you a list of our specifications and approved suppliers for items needed for your business (Section 6). You will order your inventory and customer product purchase through our affiliate. Our affiliate does not provide these items directly; our affiliate only place orders with approved suppliers on your behalf. Additionally, you will order product installation services, delivery services, and repair and maintenance services from our affiliate. Our affiliate may provide these services directly or engage third parties to provide these services.

Software. In exchange for the Technology Fee (currently \$399 per month), we will give you a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, a branded email account, and certain other software. (Section 4). We reserve the right to alter the products and services provided for the Technology Fee.

Equipment, Marketing Materials, and Showroom Inventory. You will order the items for your showroom inventory (products, brochures, and pictures) from our affiliate, Mobility Plus LLC. Our affiliate will deliver (but do not install) all of these items. (Section 6)

Manual. We will give you access to our Manual, a collection of digital resources (Section 6).

Initial Training Program. We will conduct our initial training program. (Section 6).

Start-Up Assistance. We will provide on-site start-up assistance to you at your Showroom around the time of opening of your Showroom for up to 3 days (“Showroom Start-Up Assistance”). Additionally, within the first 12 months of operation, we will send one of our technicians to your Territory up to three (3) times (“Technical Start-Up Assistance”). The on-site support our technicians may provide includes demonstrations, instruction on product installation, instruction on cleaning, and drills. The nature of the support provided, the length and quantity of visits provided, and the scheduling of the visits will be subject to availability and our discretion.. If you request additional on-site start-up assistance, we may, but are not obligated to, provide such additional on-site start-up assistance. If we provide such additional on-site start-up assistance, you will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by our representative in traveling to your Territory. (Section 7(e)).

Length of Time to Open. The typical length of time between signing the franchise agreement and the opening of your business is three (3) to four (4) months, depending on the amount of time it takes to secure an approved location for your Showroom, to complete build-out of the Showroom, to complete the initial training program, and other factors. You must open your business within six (6) months of signing the franchise agreement (Section 9).

We may, but are not obligated to, grant you extension of the opening deadline if we determine, in our sole discretion, that you are expending good faith best efforts to complete each phase of the site development and opening process and pay a fee for the extension of up to \$5,000. If the Showroom does not open for operation in compliance with our standards within 12 months from the date of the Franchise Agreement, unless you have received an approved extension and timely

made all payments required under the Franchise Agreement, the Franchise Agreement will terminate. (Section 3(c)).

Our Post-Opening Obligations. After you open your business:

Collection and payment to you; establishing prices. You will use our forms to create sales agreements between Mobility Plus Systems and the customer. You will order all products and inventory for your customers through our affiliate, Mobility Plus, LLC, and our affiliate will place all orders with the applicable vendors on your behalf. We may require you to adhere to vendor policies for minimum advertised prices for their products. Upon your request, we will provide recommended prices for products and services. (Section 6). You will charge the prices set by us for regional and national accounts established by us. (Section 5 and Section 6). For Veterans Administration Program customers, Online Product Sales Program customers and for buyers of custom products, we will receive payment from the customer and pay to you the sales price we collect less (i) our cost of product, installation, and service, (ii) bank charges and other transaction costs, (iii) the Royalty Fee, (iv) applicable management fees, and (v) any other amounts owed you owe to us. (Sections 11 - 13)

Improving and developing your business. If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. (Section 6).

Establishing procedures. We will provide you our recommended procedures for administration and bookkeeping. (Section 6).

Although it is our intent and practice to refine and develop products or services that you will offer to customers, the franchise agreement does not obligate us to do so. We are not obligated to assist you with hiring or training employees. We are not required to provide any other service or assistance to you during your operations.

Advertising

Our obligation. We reserve the right to establish a Marketing Fund. If we establish a Marketing Fund, we will administer the Marketing Fund. If we establish the Marketing Fund, we are not obligated to perpetually continue the Marketing Fund. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage will primarily be local. We may use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We and the Marketing Fund may collaborate with the advertising funds of other franchise systems affiliated with us that use the Marks. There can be no assurance that the Marketing Fund's participation in these collaborations and joint efforts will benefit the franchised businesses using the Marks proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. We will maintain the brand website (which may be paid for by the Marketing Fund). We are required to provide you with sixty (60) days' notice before increasing or decreasing the percentage of the Marketing Fund Contribution or before establishing or disestablishing the Marketing Fund. We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We do not have the right to require you to join a cooperative.

Marketing Fund. We have the right to establish a Marketing Fund. If we do so, you must contribute. Your contribution will be up to 2% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own will not be obligated to contribute to the Marketing Fund. If we establish a Marketing fund, we will administer the fund. The fund will not be audited. We will make unaudited annual financial statements available to you upon request. If we establish a Marketing Fund, we and the Marketing Fund may collaborate with the advertising funds of other franchise systems affiliates with us that use the Marks. There can be no assurance that the Marketing Fund's participation in these collaborations and joint efforts will benefit the franchised businesses using the Marks proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. We will maintain the brand website (which may be paid for by the Marketing Fund). We are required to provide you with sixty (60) days' notice before establishing or disestablishing the Marketing Fund or increasing or decreasing the percentage of the Marketing Fund Contribution. We have no other obligation to conduct advertising.

Computer Systems. We will provide you with a point-of-sale system as part of your Point-of-Sale Starter Package. We currently require you use the Square POS system. The Point-of-Sale Starter Package currently includes a Square register, cash drawer, and receipt printer and a compatible barcode scanner and barcode printer, and 1 Square mobile POS terminal. In exchange for the Technology Fee (currently \$399 per month), we will give you a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at your cost), Microsoft Office Online, a branded email account, and certain other software. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts (other than the Technology Fee) will be \$0 to \$1,800. You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information. We reserve the right to alter the products and services provided for the Technology Fee.

Manual. See Exhibit E for the table of contents of our Manual. It has 24 pages. We are currently in the process of updating our Manual.

Training Program. Our training program consists of the following:

TRAINING PROGRAM

| Subject | Hours of Classroom Training | Hours of On-The-Job Training | Location |
|--|------------------------------------|-------------------------------------|-----------------|
| Welcome to Mobility Plus | .5 | - | Online (live) |
| Kickoff - Business Overview, Building the Brand, Educating the Community | 2 | - | Online (live) |
| Basic Training – Technology and Operations Setup | 2 | - | Online (live) |
| Operations | 6 | - | Online (live) |
| Marketing | 2 | - | Online (live) |
| Rentals | 1 | - | Online (live) |
| Technical | 2 | - | Online (live) |
| Product Ordering/Measuring | 1 | - | Online (live) |
| Showroom Setup | 1 | - | Online (live) |
| Point of Sale Training* | 4.5 | - | Online (live) |
| Security and Compliance | 1 | - | Online (live) |
| Home Safety Certification Training* | 5 | - | Varies |
| Manufacturer Training* | 16 | - | Varies |
| QuickBooks Online Training* | 2 | - | Online (live) |
| Wrap-Up and Post Training Next Steps | 2 | - | Online (live) |
| TOTALS: | 48 | | |

* Training provided by third parties.

Training classes will be scheduled in accordance with the needs of new franchisees. Training will be held online using Microsoft Teams. Training materials will be emailed or shipped to you prior to training. The instructional materials consist of the Manual and other materials, lectures, discussions, demonstration, and practice. Training classes online and/or at our location will be managed by Robert Landolfi. His experience is described in Item 2. He has 9 years of experience in our industry and with Mobility Plus. There is no fee to attend initial training for new franchisees for a new location, but there is a Training Fee of \$5,000 if (1) you purchase an existing Mobility Plus Business or (2) you purchase a second or other multiple Mobility Plus Business and attend our initial training program. You must pay travel expenses to attend any on-site training. You must attend training. You may designate additional people of your choice to attend training. You must complete training to our satisfaction at least two weeks before opening your business. We do not currently require additional training programs or refresher courses, but we have the right to do so.

We may hold and require all franchisees to attend national, regional or local conferences for Mobility Plus franchisees to discuss updates to products, services, methods, operational standards, policies and procedures, and marketing and advertising. If we hold such conferences, your Principal Executive and/or your Designated Showroom Manager may be required to attend. We may charge you a fee to attend the conference (“Conference Registration Fee”). If your Principal Executive and/or your Designated Showroom Manager fails to attend any conference held during the term of this Agreement for which attendance is mandatory, you remain obligated to pay the Conference Registration Fee. Any costs or expenses associated with your Principal Executive’s and/or your Designated Showroom Manager’s attendance at such conferences will be your responsibility.

ITEM 12 - TERRITORY

If we have not approved a site for your Showroom at the time you execute the Franchise Agreement, you will select a general geographic area in which you intend to operate your Showroom (“Preliminary Designated Area”). Your Preliminary Designated Area will be identified on Attachment 1 to your Franchise Agreement. Within 2 months after the Franchise Agreement is signed, you must acquire a site for the Showroom within the Preliminary Designated Area. Once the location of your Showroom is approved the location and the applicable Territory will be filled in at Attachment 1 to your Franchise Agreement.

Once the site for your Showroom is approved, we will assign a territory (“Territory”) for your Franchised Business. The Territory will be a certain mile radius (between .5 miles and 10 miles) from the Showroom, depending on the nature of the area in which the Facility is located, and further defined by zip codes, man-made or natural boundaries, political boundaries, or traffic patterns. Once the location of your Showroom is approved the location and the applicable Territory will be filled in at Attachment 1 to your Franchise Agreement. The following factors will be considered in defining a Territory, in our sole discretion as to the relevance, in addition to population density: geographical boundaries, cultural demographics, household composition and income, population count, age, traffic/trip count, daytime population, competition, housing density and permit and zoning regulations. We will designate the exact boundaries of the Territory within 15 days after the execution of a lease, sublease, or purchase contract for the Showroom.

We grant you a territory. Your territory will not be exclusive. However, as long as you are in compliance with the Franchise Agreement, in your territory, we will not establish a Mobility Plus Full-Service Showroom, Mobility Plus Store, or Mobility Plus Home Access Business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We are not required to pay you if we exercise any reserved rights within your Territory.

Designated Marketing Area

In addition to assigning you a Territory, we will assign a designated marketing area (“Designated Marketing Area”) for your Franchised Business when you sign the Franchise Agreement. The Designated Marketing Area will be a certain mile radius (between .5 miles and 10 miles) from the Franchised Business Office and further defined by zip codes, man-made or natural boundaries, political boundaries, or traffic patterns. Your Designated Marketing Area will include your Territory and may include additional area outside of your Territory. If your Designated

Marketing Area includes additional area outside of your Territory, we will refer to this additional area as your Excess Designated Marketing Area (“Excess Designated Marketing Area”). The following factors will be considered in defining a Designated Marketing Area, in our sole discretion as to the relevance, in addition to population density: geographical boundaries, cultural demographics, household composition and income, population count, age, competition, housing density and permit regulations.

You may only directly market for customers within your Designated Marketing Area and may not directly market for customers outside of your Designated Marketing Area without our prior written consent. However, we will permit you to directly market for customers outside of your Designated Marketing Area in areas that are not in the Territory of another franchisee (an “Area Available for Sale”). If the Area Available for Sale is purchased by another franchisee, you must immediately stop marketing directly for customers in the Area Available for Sale. We otherwise do not restrict your access to customers.

We grant you a Designated Marketing Area. Your Designated Marketing Area will not be exclusive. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We are not required to pay you if we exercise any reserved rights within your Designated Marketing Area.

Franchisor’s Reserved Rights

We reserve the right to establish a Mobility Plus business of any kind or license or franchise another party to establish a Mobility Plus business of any kind in your Excess Designated Marketing Area.

We reserve the right to operate and license others to operate business anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks, inside or outside your Territory.

We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your Territory and Designated Marketing Area. We do not pay any compensation to you for such sales. You do not have the right to use other channels of distribution.

We reserve the right to advertise, solicit and enter into National Accounts in your Territory or Designated Marketing Area, which are national, regional or other accounts we believe will benefit the system as further described in the Franchise Agreement, the Manuals and Item 8.

Continuation of your Territory or Designated Marketing Area is not dependent upon achieving certain sales volumes, market penetration or any other contingency.

You do not have the right to expand into additional territories, designated marketing areas, or establish additional Showrooms. If you desire to do so, you must meet our then-current criteria for new franchisees, demonstrate your capability to operate successfully, and obtain our agreement. You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.


The franchise is granted for a Showroom at 1 specific location which must be approved by us. You may not relocate your Showroom without our prior written approval. We will grant you the right to relocate meeting our then current criteria as long as you are not relocating due to your breach of the lease, sublease, or mortgage of your Showroom. You must pay us a relocation fee of \$5,000.

You are prohibited from selling any products or services through alternate channels of distribution such as the internet inside or outside your Territory except as pursuant to an Online Product Sales Program that we may, but are not obligated to, establish.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

ITEM 13 - TRADEMARKS

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate Mobility Plus IP, LLC. The trademarks below are registered on the Principal Register of the United States Patent and Trademark Office.

| Trademark | Registration Date | Registration Number |
|---|-------------------|---------------------|
| MOBILITY PLUS | September 7, 2010 | 3,845,094 |
|  | March 2, 2021 | 6,280,254 |
| GO WHERE YOU WANT TO GO | January 17, 2023 | 6,958,452 |

The trademarks below are registered on the Supplemental Register of the United States Patent and Trademark Office.

| Trademark | Registration Date | Registration Letter |
|----------------------------|-------------------|---------------------|
| AMERICA'S MOBILITY EXPERTS | April 25, 2023 | 7,038,844 |
| MOBILITY HOME | January 23, 2024 | 7,289,871 |

We have also applied to register the following trademark on the Principal Register of the United States Patent and Trademark office:

| Trademark | Serial Number | Filing Date |
|-------------|---------------|--------------------|
| HOME ACCESS | 98/186,650 | September 19, 2023 |

| Trademark | Serial Number | Filing Date |
|---------------------|----------------------|--------------------|
| MAKING LIVES BETTER | 98/170,832 | September 8, 2023 |

We do not have a federal registration for the Proprietary Marks above (serial numbers 98/186,650 and 98/170,832). These Proprietary Marks do not have the same legal benefits and rights as federally registered trademarks. If our right to use these Proprietary Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We or others from whom we derived our rights have filed all required affidavits.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

We are aware of a pharmacy located in Muskogee, Oklahoma and Tulsa, Oklahoma that is using “Mobility Plus” and “Mobility +” for the sale of medical equipment. We are currently investigating a course of action.

Except for the above, there are no infringing uses actually known to us that could materially affect your use of these Marks, trade names, logos or other commercial symbols in this state or any other state in which the franchise business is to be located.

We derive the right to use the Marks under a License Agreement dated August 22, 2023 (“License Agreement”) with our affiliate, Mobility Plus IP, LLC, the owner of the Marks. The License Agreement permits us to license to our franchisees the use of the name and marks “Mobility Plus” and the related design marks, and the Proprietary System developed by Mobility Plus, LLC. The term of the License Agreement is 20 years, with automatic 10-year renewals, unless Mobility Plus IP, LLC provides us a written notice of termination for good cause. We have the non-exclusive right to use the Marks and Proprietary System in connection with the offer and sale of franchises to third parties to own and operate Mobility Plus Store Franchised Businesses. Mobility Plus IP, LLC may terminate our rights under the License Agreement in the event of our breach. Under the License Agreement we must furnish Mobility Plus IP, LLC with specimens of the use of the Marks, including, but not limited to advertising and promotions. The License Agreement does not limit our or your rights to use the name or the Proprietary System. There are no other agreements currently in effect that significantly limit our or your rights to use the Mobility Plus name or the Proprietary System. We have no obligation to protect your right to use our principal trademark, or to protect you against claims of infringement or unfair competition arising out of your use of the trademarks. The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, which is estimated to be approximately 6 months. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark. We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright. There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense. We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and other non-public data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Mobility Plus business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and use our confidential information only for your franchised business.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Mobility Plus business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

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

We expect only business entities, and not individuals, to operate the Franchised Business. You must designate one of your Owners as a Principal Executive who must meet our approval. The Principal Executive must devote full time and attention to your business. The Principal Executive must maintain a minimum of 30% ownership in your entity. The Principal Executive is required to participate personally in the direct operation of your business and must act as the general manager. The Principal Executive must complete our initial training program and any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

Your Franchised Business must be managed and supervised by a designated showroom manager (“Designated Showroom Manager”), who may be the Principal Executive. After you open for business, if you choose to hire a new Designated Showroom Manager, the Designated Showroom Manager of your business must successfully complete our initial training program and any post-opening training programs that we develop in the future. If you send a Designated Showroom Manager to our training program after you open for business, we will charge our then-current training fee, currently \$5,000 per trainee. If your business is owned by an entity, we do not require the Designated Showroom Manager to have an equity interest in such entity.

When your business sells services to a customer, you are not required to personally conduct “on-premises” supervision of your business. However, we recommend that you be personally involved in all sales. Any third party Designated Showroom Manager must sign confidentiality and non-competition agreements, subject to state and local laws. There is no limit on who you can hire.

Each of your Owners must personally guarantee your obligations under the Franchise Agreement, and must agree to be bound by, and personally liable for the breach of, every provision in these agreements, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the preservation of the confidentiality of our confidential information as defined in the Franchise Agreement and compliance with the covenants not to compete described in the Franchise

Agreement. The “Guaranty and Assumption of Obligations” is at Exhibit 4 to the Franchise Agreement.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved. You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. We do not restrict your access to customers.

You must offer goods and services to customers in your territory and designated marketing area as part of any Veterans Administration Program account, rental program, or online product sales program that we have established, including on the terms that we have negotiated.

You must participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

You are not limited as to the customers to whom you may sell products and services. You may not sell products or services through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers and we do not impose any restrictions limiting your access to customers.

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ITEM 17 - RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

| Provision | Section in franchise agreement | Summary |
|---|--------------------------------|--|
| a. Length of the franchise term | § 4 | The term of the franchise agreement is 5 years from date of signing. |
| b. Renewal or extension of the term | § 4 | You may obtain successor franchise agreements for up to two additional 5-year terms. |
| c. Requirements for franchisee to renew or extend | § 4 | For our franchise system, at the end of your term, you may elect to sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To enter into a successor franchise agreement, you must give advance notice to us; be in compliance; sign then-current form of franchise agreement; pay the successor franchise fee; sign general release (unless prohibited by applicable law). |
| d. Termination by franchisee | Not applicable | |
| e. Termination by franchisor without cause | Not applicable | |
| f. Termination by franchisor with cause | § 34 | We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity. |
| g. “Cause” defined--curable defaults | § 34(a) | Violate franchise agreement other than non-curable default (15 days to cure). |
| h. “Cause” defined--non-curable defaults | § 34(b) | Intentionally submitting false information; bankruptcy; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 10 consecutive days; three defaults in 12 months; charge or conviction of, or plea to a felony, commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. |

| Provision | Section in franchise agreement | Summary |
|---|---------------------------------------|---|
| i. Franchisee’s obligations on termination/non-renewal | § 36 | Return Manual and proprietary items; stop using the Marks; cease doing business; assign lease to MPS; de-identify the Showroom. |
| j. Assignment of agreement by franchisor | § 38 | Unlimited |
| k. “Transfer” by franchisee - defined | § 39 | For you (or any owner of your business) to voluntarily or involuntarily transfer (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest of the business, or (iv) control of the business. |
| l. Franchisor’s approval of transfer by franchisee | § 39(a) | No transfers without our approval. |
| m. Conditions for franchisor’s approval of transfer | § 39(d) | Pay transfer fee; pay transferee training fee; buyer meets our standards; buyer signs our then-current franchise agreement; you are in compliance with the franchise agreement; you sign a general release (subject to state law). |
| n. Franchisor’s right of first refusal to acquire franchisee’s business | § 37 | If you want to transfer your business, we have a right of first refusal. |
| o. Franchisor’s option to purchase franchisee’s business | § 39(c) | When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business. |
| p. Death or disability of franchisee | § 39(c) | Upon the death or permanent disability of any of your Owners, interest must be transferred within six (6) months from the date of death or permanent disability. |
| q. Non-competition covenants during the term of the franchise | § 33(a) | Neither you or any owner of the business may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor. |
| r. Non-competition covenants after the franchise is terminated or expires | § 33(b) | For two years, neither you, any owner of the business may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating in your former territory or the territory of any other franchisee. |

| Provision | Section in franchise agreement | Summary |
|---|--------------------------------|--|
| s. Modification of the agreement | § 44(c) | No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications. |
| t. Integration/merger clause | § 44(c) | Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no provision of any franchise agreement is intended to disclaim the representations made in this disclosure document. |
| u. Dispute resolution by arbitration or mediation | § 41 | <p>Disputes will first go to mediation in the county of our then current principal place of business. If not resolved, disputes will go to mandatory and binding arbitration at the American Arbitration Association office closest to the county of our then current principal place of business.</p> <p>The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair and deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.</p> |
| v. Choice of forum | § 41 | For disputes not subject to arbitration, litigation will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable law). |
| w. Choice of law | § 44 | Illinois (subject to applicable law). |

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document and Exhibit H – State Addenda to Franchise Agreement.

ITEM 18 - PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of 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 particular location or under particular circumstances.

STATEMENT OF ANNUAL GROSS REVENUES FOR THE 12 MONTH PERIOD JANUARY 1, 2023 TO DECEMBER 31, 2023 OF 48 FRANCHISE TERRITORIES OPERATING FOR AT LEAST 12 MONTHS

The following is a statement of annual gross revenues for the 12 month period ended December 31, 2023 for 48 Mobility Plus franchisees. The data presented includes average (mean) of annual gross revenues, the median of annual gross revenues, and a range of high and low annual gross revenues.

The data on annual gross revenues does not include revenue information from any franchise territories operating a Showroom for less than full-time for 12 months as of December 31, 2023, whether (i) the franchisee began operations on or after January 1, 2023 and, therefore, did not operate for a full 12-month period or (ii) the franchisee left the system between January 1, 2023 and December 31, 2023.

Data for the 12 month period ended December 31, 2023 for 14 of 63 franchise territories were excluded from the average, with 3 being excluded for not having operated for a minimum of 12 months because they opened for business after January 1, 2023 and 11 being excluded because they left the system in 2023 and therefore did not operate for a minimum of 12 months.

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

| Quartile | Mean (Avg) Annual Gross Revenues (US\$) of Franchisees | Median Annual Gross Revenues (US\$) of Franchisees | High Annual Gross Revenues (US\$) of Franchisees | Low Annual Gross Revenue s (US\$) of Franchisees | # of Franchisees Included in Segment Calculation | # of Franchisees in Segment at or above Mean | % of Franchisees in Segment at or above Mean |
|--------------------------|--|--|--|--|--|--|--|
| 1 st Quartile | \$738,204 | \$661,689 | \$1,403,462 | \$529,615 | 12 | 4 | 33% |
| 2 nd Quartile | \$422,629 | \$410,331 | \$494,066 | \$351,280 | 12 | 6 | 50% |

| | | | | | | | |
|--------------------------------|-----------|-----------|-------------|-----------|----|----|-----|
| 3rd Quartile | \$279,041 | \$291,673 | \$342,466 | \$225,742 | 12 | 7 | 58% |
| 4th Quartile | \$173,207 | \$174,549 | \$214,653 | \$130,402 | 12 | 6 | 50% |
| 48 Franchisees | \$403,270 | \$346,863 | \$1,403,462 | \$130,402 | 48 | 18 | 38% |

*Nearest whole numbers are used.

Notes to tables above: “Gross revenue” is the total revenue earned by the franchisee without any deductions being taken. The “Mean” is the average and is calculated by the sum of all gross revenue reported being divided by the number of territories included in the sum. The “Median” is the middle number of all gross revenue reported, and if there are two middle numbers, is calculated as the average of those two middle numbers. The gross revenue for each franchisee in the set is listed from high to low to determine the highest gross revenue number and the lowest gross revenue number.

This financial performance representation does not provide information on the net profits of franchises. This financial performance representation does not include information concerning expenses or profits that may be realized in the operation of a Mobility Plus business.

The financial performance representations in the Tables are historic information. The financial information we utilized in preparing the preceding financial performance representations was based entirely upon information reported to us by Mobility Plus franchisees. None of this information was audited by us or by any independent accountant or auditing firm, and no one had audited, reviewed or otherwise evaluated this information for accuracy or expressed his/her opinion with regard to its content or form.

You should carefully consider these and other factors in evaluating this information and in making any decision to purchase a franchise.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Mobility Plus Systems, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Richard Peter, 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192, (312) 498-6624, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

**Table 1
Systemwide Outlet Summary
For Years 2021 to 2023**

| Column 1 Outlet Type | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets at the End of the Year | Column 5 Net Change |
|---------------------------------|--------------------------|--|--|--------------------------------|
| Franchised | 2021 | 35 | 52 | +17 |
| | 2022 | 52 | 62 | +10 |
| | 2023 | 62 | 52 | -10 |
| Company-Owned | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| Total Outlets | 2021 | 35 | 52 | +17 |
| | 2022 | 52 | 62 | +10 |
| | 2023 | 62 | 53 | -9 |

**Table No. 2
For Years 2021 to 2023**

| Column 1 State | Column 2 Year | Column 3 Number of Transfers |
|---------------------------|--------------------------|---|
| Tennessee | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 1 |
| Total | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 1 |

The remainder of this page has been left blank intentionally.

Table 3
Status of Franchised Outlets
For Years 2021 to 2023

| Column 1 State | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets Opened | Column 5 Termi- Nations | Column 6 Non- Renewals | Column 7 Reacquired by Franchisor | Column 8 Ceased Operations – Other Reasons | Column 9 Outlets at End of the Year |
|-------------------|------------------|---|-------------------------------|-------------------------------|------------------------------|--|---|--|
| Arkansas | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| Arizona | 2021 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| | 2023 | 6 | 1 | 0 | 0 | 0 | 0 | 7 |
| California | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Colorado | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Connecticut | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2021 | 8 | 2 | 0 | 0 | 0 | 1 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2023 | 9 | 0 | 0 | 1 | 0 | 1 | 7 |
| Georgia | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| Idaho | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Indiana | 2021 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| Kentucky | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Louisiana | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Mississippi | 2021 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |

| Column 1 State | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets Opened | Column 5 Termi- Nations | Column 6 Non- Renewals | Column 7 Reacquired by Franchisor | Column 8 Ceased Operations – Other Reasons | Column 9 Outlets at End of the Year |
|-------------------|------------------|---|-------------------------------|-------------------------------|------------------------------|--|---|--|
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Missouri | 2021 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Nebraska | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Nevada | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| North Carolina | 2021 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Ohio | 2021 | 3 | 2 | 0 | 0 | 0 | 1 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 1 | 0 | 0 | 3 |
| Pennsylvania | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| South Carolina | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Tennessee | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 1 | 3 |
| Texas | 2021 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 1 | 0 | 2 | 2 |
| Virginia | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| West Virginia | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| Wisconsin | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Wyoming | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| Column 1 State | Column 2 Year | Column 3 Outlets at the Start of the Year | Column 4 Outlets Opened | Column 5 Termi- Nations | Column 6 Non- Renewals | Column 7 Reacquired by Franchisor | Column 8 Ceased Operations – Other Reasons | Column 9 Outlets at End of the Year |
|-------------------|------------------|---|-------------------------------|-------------------------------|------------------------------|--|---|--|
| Totals | 2021 | 35 | 21 | 0 | 0 | 0 | 4 | 52 |
| | 2022 | 52 | 10 | 0 | 0 | 0 | 1 | 61 |
| | 2023 | 61 | 2 | 1 | 3 | 0 | 6 | 53 |

Table 4
Status of Company-Owned Outlets
For Years 2021 to 2023

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

Table 5
Projected Openings As Of December 31, 2023

| Column 1 State | Column 2 Franchise Agreements Signed but Outlet Not Opened | Column 3 Projected New Franchised Outlets in the Next Fiscal Year | Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year |
|-------------------|---|--|--|
| Arizona | 2 | 1 | 0 |
| Florida | 1 | 2 | 0 |
| Georgia | 3 | 1 | 0 |
| Indiana | 2 | 0 | 0 |
| Kentucky | 3 | 0 | 0 |
| Michigan | 2 | 2 | 0 |
| Tennessee | 3 | 4 | 0 |
| Totals | 16 | 10 | 0 |

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets. Exhibit F also contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21 - FINANCIAL STATEMENTS

Exhibit D contains our audited balance sheets as of December 31, 2023, December 31, 2022 and December 31, 2021, and the income statement for the periods then ended.

Our fiscal year end is December 31.

ITEM 22 - CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

- Exhibit B. Franchise Agreement
- Exhibit C. Form of General Release
- Exhibit G. State Addenda
- Exhibit H. Successor Franchise Addendum

Before signing the Franchise Agreement, you must complete and sign a Franchisee Disclosure Questionnaire, a copy of which is attached to the Franchise Agreement (Exhibit B) as Attachment 6. The purpose of this Questionnaire is to indicate your receipt of various documents and other information.

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 any 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.

ITEM 23 - RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

| State | State Administrator | Agent for Service of Process (if different from State Administrator) |
|------------|--|--|
| California | Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 | |
| Hawaii | Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722 | Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 |
| Illinois | Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465 | |
| Indiana | Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681 | |
| Maryland | Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360 | Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020 |
| Michigan | Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117 | |

| State | State Administrator | Agent for Service of Process (if different from State Administrator) |
|--------------|--|---|
| Minnesota | Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500 | Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500 |
| New York | New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236 | Secretary of State 99 Washington Avenue Albany, NY 12231 |
| North Dakota | North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712 | |
| Oregon | Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140 | |
| Rhode Island | Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527 | |
| South Dakota | Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563 | |
| Virginia | State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051 | Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 |
| Washington | Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760 | Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760 |
| Wisconsin | Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448 | Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577 |

EXHIBIT B
FRANCHISE AGREEMENT



| SUMMARY PAGE | |
|---|------------------------------------|
| 1. Franchisee | _____ |
| 2. Business Location | _____ |
| 3. Preliminary Designated Area, Territory and Designated Marketing Area | Set forth on <u>Attachment 1</u> . |
| 4. Opening Deadline | 180 days after Effective Date |
| 5. Principal Executive | _____ |

Table of Contents

- 1. Grant; Areas Defined 4
- 2. Full Term Performance 5
- 3. Showroom 5
- 4. Term and Successor Franchises 7
- 5. Fees 8
- 6. Customer Orders and Fulfillment 10
- 7. Assistance 11
- 8. Training 12
- 9. Opening Date 12
- 10. Compliance with Manual, System Standards, and Laws 13
- 11. Veterans Administration Program 13
- 12. National Accounts 13
- 13. Rental Program 14
- 14. Online Product Sales Program 15
- 15. Personnel 15
- 16. Vehicles 15
- 17. Insurance 15
- 18. Meetings 16
- 19. Identification 16
- 20. Suppliers 16
- 21. Marketing 17
- 22. Systems 19
- 23. Reports 20
- 24. Business Records 20
- 25. Manual; Modification 20
- 26. Innovations 20
- 27. Delegation 20
- 28. System Variations 20
- 29. Authorized Marks 21
- 30. Types of Confidential Information 23
- 31. Confidentiality Agreement 24
- 32. Covenants Not to Compete 24
- 33. Termination by MPS 26
- 34. Monetary Fees for Non-Compliance 27
- 35. Upon Termination or Expiration of the Franchise 27
- 36. Purchase Option upon Termination or Expiration 29
- 37. Transfer by MPS 29
- 38. Transfer by Franchisee With MPS Approval 29
- 39. Indemnity 30
- 40. Enforcement 31
- 41. Anti-Terrorism Laws 34
- 42. Franchisee Entity and Guaranty and Assumption of Obligations 34
- 43. Miscellaneous 35

Attachment 1 – Preliminary Designated Area, Territory and Designated Marketing Area
 Attachment 2 – Electronic Funds Transfer Authorization

Attachment 3 – Conditional Assignment of Telephone Number and Digital Marketing Accounts
Attachment 4 – Guaranty and Assumption of Obligations
Attachment 5 – Franchisee Disclosure Questionnaire

FRANCHISE AGREEMENT

This Agreement is made between Mobility Plus Systems, LLC, an Illinois limited liability company (“MPS”), and Franchisee, effective as of the date signed by MPS (“Effective Date”).

Background Statement: MPS and its affiliate have created and own a system (the “System”) for developing and operating a business that sells, rents, installs and services stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products and services for residential use under the trade name “Mobility Plus”. The parties acknowledge and agree that MPS’ affiliates also grant Mobility Plus franchises to qualified franchisees under materially different business models, hereinafter referred to as “Mobility Plus Home Access” and “Mobility Plus Stores.” The parties desire that MPS license its trademarks and the System to Franchisee to operate a Mobility Plus Systems business (the “Mobility Plus Systems Business”) on the terms and conditions of this Agreement.

1. Grant; Areas Defined.

(a) **Grant.** MPS grants to Franchisee the right to operate a Mobility Plus Systems Business. Franchisee shall operate the Mobility Plus Systems Business for the entire term hereof.

(b) **Preliminary Designated Area.** Franchisee may identify a site for the Mobility Plus Systems Business anywhere in the preliminary designated area set forth on Attachment 1 hereto (the “Preliminary Designated Area”).

(c) **Territory.** Once the site has been identified, Franchisee’s territory shall be set forth on Attachment 1 hereto (the “Territory”). As long as this Agreement is in force and effect and Franchisee is not in default under any of the terms of this Agreement and subject to the rights reserved by MPS in this Section 1 below, MPS shall not establish, nor license the establishment of, another Mobility Plus Systems Business or Mobility Plus Store business physically located in the Territory. This prohibition does not apply to any Mobility Plus Business operating on the date of this Agreement. MPS retains the right to: (i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in MPS’s reasonable opinion); (ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer or if MPS reasonably believes that Franchisee will not properly serve such customer; (iii) establish and license others to establish and operate Mobility Plus Systems Businesses outside the Territory; (iv) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Mobility Plus Systems Business; (v) advertise, solicit and enter into National Accounts (defined below); and (vi) sell and license others to sell Mobility Plus products and services to customers in the Territory through channels of distribution (including the internet) using the Marks (defined below) (“Alternate Distribution Channels”). MPS may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee’s territory, and MPS may waive or modify such policies in any circumstance as MPS determines. Franchisee shall not sell any services or products offered for sale under the System

through any Alternative Distribution Channels except as pursuant to an Online Products Sales Program (defined below).

(d) Designated Marketing Area. Once the site has been identified, Franchisee's designated marketing area shall be set forth on Attachment 1 hereto (the "Designated Marketing Area"). The portion of the Designated Marketing Area beyond the boundaries of Franchisee's Territory shall be referred to herein as the Excess Designated Marketing Area (the "Excess Designated Marketing Area"). Notwithstanding the rights MPS retains in Section 1(c) above, MPS retains the following rights: (i) to directly market to (or authorize other franchisees to directly market to) customers in the Excess Designated Marketing Area; (ii) to serve (or authorize other franchisees to serve) customers in the Excess Designated Marketing Area; (iii) to establish and license others to establish and operate Mobility Plus businesses of any kind inside or outside the Excess Designated Marketing Area; (iv) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Mobility Plus Systems Business; (v) advertise, solicit and enter into National Accounts (defined below); and (vi) sell and license others to sell Mobility Plus products and services to customers in the Designated Marketing Area through channels of distribution (including the internet) using the Marks (defined below) ("Alternate Distribution Channels"). Franchisee shall not operate in any area which MPS now or in the future reserves to another franchisee as an exclusive territory. Franchisee may not advertise or solicit customers outside the Designated Marketing Area without MPS' prior written consent, which consent MPS may give, condition or withdraw as MPS deems appropriate. Notwithstanding the foregoing, Franchisee may advertise or solicit customers outside the Designated Marketing Area that are not in an exclusive or non-exclusive territory of another franchisee (an "Area Available for Sale"). If Franchisee advertises, solicits or services customers in Areas Available for Sale, Franchisee must comply with all the conditions and other requirements that MPS may from time to time specify (in the Operations Manual or otherwise in writing) with respect to such activities. At any time upon MPS' demand or upon Franchisee's actual notice that an Area Available for Sale has been purchased by another franchisee, Franchisee agrees to immediately cease advertising and soliciting customers in such Area Available for Sale to comply

2. Full Term Performance. Franchisee specifically agrees to, for the full term of this Agreement, operate the Mobility Plus Systems Business at the location identified on Attachment 1 hereto: (1) perform the obligations of this Agreement; (2) continuously exert its best efforts to promote and increase the sales and services of the Mobility Plus Systems Business within the Territory and Designated Marketing Area; (3) effect the widest and best possible distribution of the sale of Mobility Plus products and services; (4) solicit potential customers for Mobility Plus products and services within the Territory and Designated Marketing Area; and (5) participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

3. Showroom.

(a) Requirement. No later than six (6) months after the Effective Date (the "Opening Deadline"), Franchisee must open and continuously operate a showroom for meeting customers and demonstrating products (the "Showroom"). Upon request, MPS will review and advise

Franchisee regarding potential locations submitted by Franchisee to MPS. MPS will approve or reject the potential location within 30 days. **MPS's advice regarding or acceptance of a site is not a representation or warranty that the Mobility Plus Systems Business will be successful.**

(b) Location. The Showroom must be in the Territory. Franchisee shall submit its proposed Showroom to MPS for acceptance, with all related information MPS may request. If MPS does not accept the proposed Location in writing within 30 days, then it is deemed rejected. Franchisee must all at times comply with its lease for the Showroom premises.

(c) Opening Deadline Extension Fee. MPS may, but is not obligated to, grant Franchisee an extension of the opening deadline if MPS determines, in its sole discretion, that Franchisee is expending good faith efforts to complete each phase of the site development and opening process. If MPS grants Franchisee such extension, MPS may require that Franchisee pays up to Five Thousand Dollars (\$5,000.00) per extension ("Opening Deadline Extension Fee").

(d) Appearance. The Showroom must at all times comply with System Standards for appearance and design, including without limitation construction, decoration, layout, furniture, fixtures and signage. Franchisee shall at all times keep the Mobility Plus Systems Business in a neat and clean condition and perform all appropriate maintenance.

(e) Lease of Showroom. Any lease for the Showroom must be approved by MPS before it is executed by Franchisee and MPS can require that certain terms and provisions be included in the lease. MPS' approval of the lease shall be conditioned upon: (i) inclusion in the lease of terms required by MPS, including but not limited to the following: (a) have a term, with initial and renewal terms, at least equal to the initial term of this Agreement; (b) provides that the lessor shall give written notice to MPS (concurrently with Franchisee of any default by Franchisee under the lease, and will give MPS an additional fifteen (15) days to cure any default not cured by Franchisee during the cure period and assign the lease to MPS if defaults are cured by MPS; (ii) permits the use on the lease premises of all signs required by MPS for Mobility Plus franchises, subject to applicable local laws, codes and ordinances; (iii) provides that on expiration or termination of Franchisee's Franchise Agreement, MPS may enter the leased premises and remove all signs, sign-faces and other items identifying Marks; (iv) provides that the Premises will only be used for the operation of a Mobility Plus Systems Business or Mobility Plus Store Business; and (v) provides that the lessor will not lease other premises in the same building or shopping center to a competing business.

(f) Relocation. If Franchisee's lease for the Showroom is terminated and such termination is not Franchisee's fault, or the lease expires without any possibility of renewal on commercially reasonable terms as MPS determines, or if in MPS' combined judgment there is a change in the character of the Showroom sufficiently detrimental to its business potential to warrant its relocation, MPS shall grant permission for relocation of the Showroom to a location approved by MPS. Franchisee must obtain MPS' written authorization, in MPS' sole discretion, of the specific date that the Showroom may open. In the event of relocation, the parties will enter into an agreement which will set forth the new location for Franchisee's Showroom and a deadline by which Franchisee must open for business at the new location. Any such relocation shall be at Franchisee's sole expense, and shall not be undertaken without MPS' prior written consent. Franchisee shall pay MPS a relocation fee in the amount of Five Thousand Dollars (\$5,000) to cover MPS' services and associated costs in connection with such relocation. Franchisee shall pay fifty percent (50%) of the relocation fee when MPS grants

the approval to relocate and the balance of the relocation fee upon MPS' acceptance of the new location for the Showroom. Franchisee must continue to operate the Mobility Plus Systems Business at all times during the relocation.

(g) Fixtures, Furniture, Equipment and Signage. Franchisee agrees to purchase and install, at Franchisee's expense, all fixtures, furniture, equipment (including required computer systems) and signs MPS may direct from time to time and to purchase and use in the development and operation of the business only fixtures, furniture, equipment and signs from approved suppliers and/or that meet MPS' standards and specifications.

(h) Designated Showroom Manager. The Showroom must at all times have a designated showroom manager ("Designated Showroom Manager"), which may be the Franchisee's Principal Executive or another individual Franchisee designates. Franchisee's appointment of a Designated Showroom Manager must be approved in writing by MPS. The Designated Showroom Manager must complete the initial training program to MPS's satisfaction. The Designated Showroom Manager shall devote his or her full time and best efforts to the personal supervision and conduct of the Mobility Plus Systems Business. If a Designated Showroom Manager approved by MPS is no longer serving as Designated Showroom Manager, Franchisee shall provide written notice of same to MPS within seven (7) days of the last day of service of the Designated Showroom Manager. Within three (3) months of the last day of service of the former Designated Showroom Manager, Franchisee shall have appointed another person who has been approved in writing by MPS as Designated Showroom Manager and such Designated Showroom Manager shall have completed MPS's training program. In the event that Franchisee fails to notify MPS of the termination of employment of the Designated Showroom Manager and/or does not have an approved, trained Designated Showroom Manager in place within the required three (3) month period, Franchisee shall be in default of this provision and shall be obligated to pay a non-compliance fee in the amount of Five Hundred Dollars (\$500.00) per week until Franchisee has fully complied with the requirements herein relating to the Designated Showroom Manager. Franchisee's payment of non-compliance fees shall not be considered a cure of the non-compliance default, and MPS's acceptance of such fees shall be without prejudice to taking any other action based on the defaults, including but not limited to, termination of this Agreement.

4. Term and Successor Franchises. This Agreement commences on the Effective Date and continues for five years. Franchisee may enter into successor franchise agreements for up to two additional periods of five years each, subject to the following conditions prior to each expiration: (i) Franchisee notifies MPS of the election to enter into a successor franchise agreement between 90 and 180 days prior to the end of the term; (ii) Franchisee is in compliance with this Agreement; (iii) Franchisee executes MPS's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another successor term; (iv) Franchisee pays MPS a successor franchise fee of Five Thousand Dollars (\$5,000.00); and (v) Franchisee and each owner of Franchisee (an "Owner") executes a general release (on MPS's then-standard form) of any and all claims against MPS, its affiliates, and their respective owners, officers, directors, agents and employees. Within sixty (60) days of MPS' receipt of Franchisee's notice of election to enter into a successor franchise agreement, MPS agrees to give Franchisee written notice of whether Franchisee has met the conditions for entering into a successor franchise agreement and any deficiencies in Franchisee's operation or historical

performance with Franchisee’s Mobility Plus Systems Business which could cause MPS not to grant Franchisee the right to enter into a successor franchise agreement. Granting Franchisee a successor franchise agreement will be conditioned on Franchisee’s continued compliance with all the terms and conditions of this Agreement up to the date of expiration and timely correction of any deficiencies. If MPS sends a notice of MPS’ refusal to enter into a successor franchise agreement it will state the reasons for its refusal. If MPS does not give Franchisee a deficiency notice within sixty (60) days after receipt of Franchisee’s notice of election to enter into a successor franchise agreement, or if MPS does not give Franchisee notice of its decision not to enter into a successor franchise agreement with Franchisee six (6) months before the expiration of the term of this Agreement, MPS may extend the term of this Agreement for any period of time necessary in order to provide Franchisee reasonable time to cure the deficiencies or to provide the six (6) month notice of MPS’ decision not to enter into a successor franchise agreement required under this Agreement. Franchisee have no right to continue to operate the Mobility Plus Systems Business after the expiration of the initial term of this Agreement unless Franchisee is granted the right to enter into a successor franchise agreement in accordance with this Section 4. If MPS permits Franchisee to continue to operate the Mobility Plus Systems Business after the expiration of the initial term of this Agreement but before the execution of a successor Franchise Agreement as required by this Section 4, then the temporary continuation of the Mobility Plus Systems Business will be on a month-to-month basis, and will be terminable at the will of MPS by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If the laws of the jurisdiction in which Franchisee or the Mobility Plus Systems Business are located require a longer notice period, the thirty-day period will be deemed modified to the shortest notice period required by the laws of such jurisdiction.

5. Fees.

(a) Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount of Sixty Thousand Dollars (\$60,000.00) (the “Initial Franchise Fee”). This fee is not refundable.

(b) Point-of-Sale Starter Package. Prior to opening for business, Franchisee shall pay MPS for a point-of-sale starter package in the amount set forth on the Summary Page (the “Point-of-Sale Starter Package”). This fee is not refundable.

(c) Royalty Fee. Franchisee shall pay a weekly royalty fee (the “Royalty Fee”) an amount equal to 6% of Gross Sales per week. Notwithstanding the foregoing, Franchisee shall pay the following weekly minimum Royalty Fees:

| | |
|---|--|
| After the 1 st anniversary of the Effective Date | Five Hundred Dollars (\$500) per week |
| After the 2 nd anniversary of the Effective Date | Seven Hundred Fifty Dollars (\$750) per week |

“Gross Sales” means the total receipts of all money or property of any kind, for or in connection with the services rendered by Franchisee at the Showroom and any other location, and any products sold, directly or indirectly, in connection with the Mobility Plus Systems Business. The term shall be deemed to include checks, drafts, money orders, credit card payments, and all other instruments

and forms of payment whether or not the same are postdated or are later dishonored or rescinded or payment is stopped thereon. Gross Sales will be deemed received for purposes of this Agreement on the date that payment in whatever form is actually collected and received by the Mobility Plus Systems Business. The term shall not include applicable sales, use, or service taxes collected from customers and paid to the appropriate taxing authority.

(d) Technology Fee. Beginning 30 days after the execution of this Agreement, Franchisee shall pay a monthly technology fee (the “Technology Fee”). As of the date of this Agreement, the Technology Fee is Three Hundred Ninety-Nine Dollars (\$399.00) per month. MPS will give Franchisee a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at Franchisee’s cost), Microsoft Office Online, and a branded email account. MPS reserves the right to alter the products and services provided for the Technology Fee. MPS reserves the right to increase the Technology Fee to reflect its costs and expenses. MPS may include administrative and overhead costs in the Technology Fee and does not guaranty that the Technology Fee will be pass-through of out-of-pocket expenses by MPS.

(e) Marketing Fund Contribution. MPS may but is not obligated to establish a marketing fund to advertise Mobility Plus (“Marketing Fund”). If MPS establishes a Marketing Fund, Franchisee shall pay MPS a contribution to the Marketing Fund (the “Marketing Fund Contribution”) of up to two percent (2%) of Franchisee’s Gross Sales (or such lesser amount as MPS determines), at the same time as the Royalty Fee. MPS will give Franchisee at least sixty (60) days written notice before increasing or decreasing the percentage of the Marketing Fund Contribution or establishing or disestablishing the Marketing Fund.

(f) Payment Terms. Franchisee shall collect payment for work performed for residential customers (other than VA Medical Center referrals). For such collections:

- i. Method of Payment. Franchisee shall pay the Royalty Fee, the Marketing Fund Contribution and any other amounts owed to MPS by Electronic Funds Transfer (as described in Section 5.g. below) or in such other manner as MPS may require.
- ii. Calculation of Fees. Franchisee shall report monthly Gross Sales to MPS by the 5th day of the following month.
- iii. Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a One Hundred Dollar (\$100.00) “late fee” plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).
- iv. Costs of Collection. Franchisee shall repay any costs incurred by MPS (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.
- v. Application. MPS may apply any payment received from Franchisee to any obligation and in any order as MPS may determine, regardless of any designation by Franchisee.
- vi. Obligations Independent; No Set-Off. The obligations of Franchisee to pay to MPS any fees or amounts described in this Agreement are not dependent on MPS’s performance

and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(g) Electronic Funds Transfer. Franchisee must make the weekly payments for the royalty fees, Marketing Fund contributions, and any and all other fees that may become due and payable to MPS hereunder by either electronic transfer or electronic debiting of Franchisee's business account, or in any other manner that MPS may hereinafter designate. Franchisee must make the monthly payments for technology fees and any and all other fees that may become due and payable to MPS hereunder by either electronic transfer or electronic debiting of Franchisee's business account, or in any other manner that MPS may hereinafter designate. Upon the execution of this Agreement, Franchisee must execute the electronic funds transfer authorization form attached to this Agreement as Attachment 2, and thereafter and shall execute any other documents as may be required from time to time by MPS to permit MPS to electronically transfer funds or debit Franchisee's account for the purpose of making the required payments. Franchisee may not make any change in Franchisee's banking relationships, including any change in the account number of Franchisee's business account, or any change in banks, without MPS' prior written approval and Franchisee's execution of new authorization forms. On or before the date MPS specifies, Franchisee must submit to MPS in the form and manner MPS specifies a statement of Gross Revenues for the previous week. Payments of the royalty fee, Marketing Fund contributions, technology fees, and any other fees due for each calendar week will be transferred on the Monday of the following calendar week based on the Gross Revenues for the previous calendar week reported by Franchisee. Franchisee agrees to make the funds available for withdrawal by electronic transfer or debiting before the Monday of each calendar week. If at any time a withdrawal is made and Franchisee does not have sufficient funds in the account, Franchisee must pay MPS an insufficient funds fee in the amount of Fifty Dollars (\$50.00). If Franchisee fails to submit a report of the Gross Revenues of Franchisee's Mobility Plus Systems Business and MPS does not have access to this information, MPS may transfer or debit from Franchisee's account an amount which is one hundred twenty percent (120%) of the last amount MPS transferred for payment of weekly royalty fees, Marketing Fund contributions, and any other continuing fees. If the amount of the royalty fees and Marketing Fund contributions MPS transferred is less than the amount that Franchisee actually owes to MPS (once MPS has determined the true and correct Gross Revenues of the Mobility Plus Systems Business), MPS will transfer from Franchisee's account the balance of the royalty fee, Marketing Fund contribution, technology fees, and other fees due. If the amount transferred from Franchisee's account is greater than the royalty fees, Marketing Fund contributions and other fees actually owed, MPS will credit the excess against the next transfer for royalty fees, Marketing Fund contributions and other fees due.

6. Customer Orders and Fulfillment.

(a) Products Offered. Franchisee shall market, offer and sell, rent or service stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products from MPS's approved manufacturers. MPS may add or remove products (or categories of products at any time). MPS does not guaranty that all products are available at all times or in all locations. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by MPS in the Manual or otherwise in writing.

(b) Evaluations. Franchisee must perform home evaluations for products that require installation. If the product is customized (e.g. modular ramps, vertical platform lifts, curve stair lifts), Franchisee may request MPS to assist with the evaluation. MPS may charge a fee to Franchisee for evaluation completion.

(c) Sales Agreements and Prices. Franchisee shall use MPS's form to create sales agreements between MPS and the customer. Franchisee retains the discretion to determine the price paid by the customer, provided it will not offer or accept a price lower than minimums determined by MPS. Notwithstanding the foregoing, Franchisee will charge the prices set by MPS for regional and national accounts established by MPS.

(d) Installations, Delivery and Service. Franchisee will be responsible for scheduling installation, delivery or service with customers, and for supplying, installing, and servicing the stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products. Franchisee shall install, deliver or repair (or cause a third-party contractor to install, deliver or repair) all mobility-related products in strict accordance with the manufacturer's recommendations, industry best practices, state and local code, and any applicable brand standards determined by MPS.

(e) Customer Satisfaction. If MPS is contacted by a customer or other patron of Franchisee's Mobility Plus Systems Business who wishes to lodge a complaint, MPS reserves the right to address the complaint in order to preserve goodwill and prevent damage to the brand. Franchisee shall pay MPS Two Hundred Fifty Dollars (\$250.00) for each complaint ("Customer Resolution Fee") to compensate MPS for MPS' administrative cost of responding to the complaint. MPS' right to address the complaints may include refunding money to the complaining customer in MPS' sole discretion, in which case Franchisee will reimburse MPS for all such amounts.

7. Assistance.

(a) Manual. MPS shall make its confidential Manual (the "Manual"), a collection of digital resources, available to Franchisee.

(b) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, MPS shall provide Franchisee with (i) applicable System Standards and other specifications as MPS deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) MPS's lists of approved and/or required vendors.

(c) Pre-Opening Training. MPS shall make available its standard pre-opening training to Franchisee's Principal Executive set forth on the Summary Page and additional Owners or employees Franchisee designates, at MPS's headquarters, at another location designated by MPS, and/or by video conference, in each case as determined by MPS. MPS shall not charge any fee for this initial training. Franchisee is responsible for its own travel, hotels, meals, and other out-of-pocket expenses.

(d) Pre-Opening Materials, Equipment, Marketing Materials, and Showroom Setup. Before Franchisee opens, MPS or its affiliates will sell the items for Franchisee's initial inventory (products, brochures, and pictures) and initial supplies (branded marketing materials and uniforms) to Franchisee. Franchisee must purchase these items from MPS or one of its affiliates.

(e) On-Site Start-Up Assistance. MPS will provide on-site start-up assistance to Franchisee at its Showroom around the time of opening of its Showroom for up to 3 days (“Showroom Start-Up Assistance”). Additionally, within the first 12 months of operation, MPS will send one of its technicians to Franchisee’s Territory up to three (3) times (“Technical Start-Up Assistance”). The on-site support MPS’ technicians may provide includes demonstrations, instruction on product installation, instruction on cleaning, and drills. The nature of the support provided, the length and quantity of visits provided, and the scheduling of the visits will be subject to availability and the discretion of MPS. If you request additional on-site start-up assistance, MPS may, but is not obligated to, provide such additional on-site start-up assistance. If MPS provides such additional on-site start-up assistance, Franchisee will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by MPS’ representative in traveling to Franchisee’s Territory.

(f) Advice, Consulting, and Support. If Franchisee requests, MPS will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee’s business, and resolving operating problems Franchisee encounters, to the extent MPS deems reasonable. If MPS provides in-person support in response to Franchisee’s request, MPS may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(g) Pricing. MPS will inform Franchisee of MPS’ base pricing for products and services. Upon request, MPS will provide recommended prices for Franchisee to charge customers. Notwithstanding the foregoing, Franchisee will charge the prices set by MPS for regional and national accounts established by MPS.

(h) Procedures. MPS will provide Franchisee with MPS’s recommended administrative and bookkeeping procedures. MPS may make any such procedures part of required (and not merely recommended) System Standards.

(i) Marketing. If MPS establishes a Marketing Fund, MPS will manage the Marketing Fund.

8. Training. Franchisee’s Principal Executive must complete MPS’s training program for new franchisees to the satisfaction of MPS prior to commencing the Mobility Plus Systems Business. MPS may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by MPS. After Franchisee opens for Mobility Plus Systems Business, Franchisee may hire a new designated showroom manager(s) who must successfully complete MPS’s training program to the satisfaction of MPS. MPS will charge the fee set forth in Section 4.f for any such replacement or additional training programs. MPS may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

9. Opening Date. Franchisee shall commence operating the Mobility Plus Systems Business to the public by the date set forth on the Summary Page. Notwithstanding the foregoing, Franchisee agrees not to open its Mobility Plus Systems Business for business until: (1) Franchisee’s obligations under Section 3 have been fulfilled; (2) Franchisee’s Principal Executive has completed MPS’s training program for new franchisees to the satisfaction of MPS; (3) Franchisee has furnished MPS with evidence of insurance coverage required by Section 18; (4) Franchisee

has furnished MPS with evidence that Franchisee has met all licensing requirements applicable to the Mobility Plus Systems Business; (5) Franchisee has established an entity to operate the Mobility Plus Systems Business; and (6) MPS has provided Franchisee with written consent to open.

10. Compliance with Manual, System Standards, and Laws. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and all other System Standards. “System Standards” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by MPS, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures, and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, backup and archiving systems, communications systems, payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles. Franchisee and the Mobility Plus Systems Business shall comply with all laws and regulations. Franchisee and the Mobility Plus Systems Business shall obtain and keep in force all governmental permits and licenses necessary for the Mobility Plus Systems Business.

(a) Operating Hours. If on more than one occasion Franchisee either closes its Showroom on any day or if the Showroom is not open and operating for (i) forty (40) hours in one week or (ii) all of the hours set forth in the Manual on any given day, thereafter Franchisee shall pay to MPS a non-compliance fee in the amount of Five Hundred Dollars (\$500.00) for each occurrence of closure or failure to be open and operational during all of the required hours. The non-compliance fee shall be due to MPS on demand and there is no limitation on the number of times the fee can be imposed for non-compliance. The fee shall not be imposed if Mobility Plus Systems Business is closed for a reason set forth in Section 44.f. of this Agreement.

11. Veterans Administration Program. If there is a VA Medical Center near Franchisee’s headquarters, MPS reserves the right to manage the relationship between the MPS system and the VA Medical Center. MPS reserves the right to handle all billing and collection of invoices payable by the VA Medical Center. If MPS does so, MPS will remit payments by the VA Medical Center to Franchisee within 30 days of receipt, less any fees (including the Royalty Fee) owed by Franchisee and any out-of-pocket costs (including any bank charges or credit card fees) incurred by MPS. MPS does not guaranty that the VA Medical Center will refer any business to Franchisee.

12. National Accounts. MPS may, but is not obligated to, develop various National Accounts under a National Accounts program (“National Accounts Program”). MPS, in its sole discretion, shall determine the best method of pursuing, negotiating with and servicing National Accounts, and shall establish the terms for each National Account contract in its sole discretion, based on the needs of the National Account and its customers, MPS, the System and the MPS franchisees. A “National Account” as used herein is a business, institution, governmental agency or other person or entity that either itself or through common ownership, association or independent contractors,

has multiple locations in a number of geographic areas that fall within multiple franchise territories, has ongoing demands for services and products that in a number of geographic areas or that exceed the capability of any single franchised business, and/or prefers a single contact in order to control pricing, billing, customer satisfaction, and/or similar requirements.

- (a) In order to participate in the National Accounts Program, Franchisee must (i) be and remain in compliance under this Agreement, and (ii) comply with MPS' published standards, policies and procedures for participation in the National Accounts Program as they may be modified and supplemented from time to time. Further, in order to provide services to a particular National Account, Franchisee must comply with the requirements of that particular National Account. Franchisee shall have the right to decline participation in the National Accounts Program or with respect to a particular National Account.
- (b) Regardless of any other provisions of this Agreement, MPS grants to Franchisee no territorial rights of any kind whatsoever in connection with the National Accounts Program. Franchisee agrees that MPS and third parties designated by MPS may solicit prospective National Accounts located within Franchisee's Territory in order to develop them as National Accounts. Further, in the event that Franchisee declines to participate in the National Accounts Program, decline to service any National Account location within Franchisee's Territory, or are prohibited from providing services to the National Account location within Franchisee's Territory pursuant to the standards, policies and procedures of the National Accounts Program or the requirements of a particular National Account, MPS, its affiliates or designated agents or other Mobility Plus franchisees may provide services at National Account locations or to National Account customers located within Franchisee's Territory without violating Franchisee's rights to the Territory. Franchisee shall not be entitled to any compensation with respect to services provided to any National Account location or customer within Franchisee's Territory after Franchisee has declined to provide such service or Franchisee is prohibited to provide such services pursuant to the standards, policies and procedures of the National Accounts Program or the contract with any particular National Account.
- (c) Additionally, if MPS will be providing administrative, billing and/or collection services with respect to a National Accounts Program, Franchisee shall pay to MPS or its designee credit card processing fees equal to three percent (3%) of Gross Sales attributable to such National Accounts Program.

13. Rental Program. MPS may, but is not obligated to, develop a rental program for rental of mobility related products ("Rental Program"). MPS, in its sole discretion, shall establish the terms for the Rental Program, based on the needs of Mobility Plus Store customers, MPS, the System and the MPS franchisees. If MPS develops a Rental Program, Franchisee must participate in it subject to compliance with the standards and procedures of that program. If MPS or its designee will be providing administrative, billing and/or collection services with respect to the Rental Program, MPS or its designee has the right to charge Franchisee a management fee equal to three percent (3%) of Gross Sales from work done pursuant to MPS' Rental Program ("Rental

Program Management Fee”). Additionally, if MPS will be providing administrative, billing and/or collection services with respect to the Rental Program, Franchisee shall pay to MPS for credit card processing fees equal to three percent (3%) attributable to such Rental Program.

14. Online Product Sales Program. MPS may, but is not obligated to, develop an online product sales program for sale of in-stock inventory via a website (“Online Product Sales Program”). MPS, in its sole discretion, shall establish the terms for the Online Product Sales Program, based on the needs of Mobility Plus Store customers, MPS, the System and the MPS franchisees. If MPS develops an Online Product Sales Program, Franchisee must participate in it subject to compliance with the standards and procedures of that program. If MPS or its designee will be providing administrative, billing and/or collection services with respect to the Online Product Sales Program, MPS or its designee has the right to charge Franchisee a management fee equal to three percent (3%) of Gross Sales from work done pursuant to MPS’ Rental Program (“Online Product Sales Program Management Fee”). Additionally, if MPS will be providing administrative, billing and/or collection services with respect to the Online Product Sales Program, Franchisee shall pay to MPS for credit card processing fees equal to three percent (3%) of Gross Sales attributable to such Online Product Sales Program.

15. Personnel. Franchisee expressly acknowledges that MPS is not Franchisee’s employer or an employer of any of Franchisee’s employees. In addition, MPS is not a joint employer with Franchisee. Franchisee acknowledges that MPS’s training, guidance, advice and assistance, the Franchisee’s obligations under this Agreement and the standards and specifications required by MPS hereunder and in the Manual are imposed not for the purpose of exercising control over Franchisee but rather for the limited purpose of protecting the Marks and System, goodwill and brand consistency. Franchisee shall notify and communicate clearly with its employees in all dealings, including without limitation, employment applications and other employment forms, written and electronic correspondence, paychecks, employee handbooks, employment policies and procedures, and other written materials that Franchisee (and only Franchisee) is their employer and that MPS is not their employer. Franchisee is solely responsible for the management of the Mobility Plus Systems Business as an independent franchise owner/operator.

16. Vehicles. Franchisee shall ensure that all vehicles used in the Mobility Plus Systems Business comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall obtain MPS’s prior approval before acquiring any particular vehicle for the Mobility Plus Systems Business. Franchisee must obtain an approved vehicle within 90 days after the Effective Date. Franchisee shall keep all vehicles in excellent or better repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to MPS’s System. Franchisee shall use the vehicle solely for the Mobility Plus Systems Business.

17. Insurance. Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by MPS from time to time. All insurance policies must name MPS and MPS’ affiliates (including Mobility Plus LLC) as an additional insured, and must provide that MPS will receive thirty (30) days prior written notice of termination, expiration or cancellation of any such policy. All insurance policies required by this section must provide cross liability coverage. Franchisee waives all rights of subrogation against MPS for damages to the extent paid by insurance, except such rights as Franchisee may have to insurance proceeds. MPS may reasonably increase the

minimum liability protection requirement annually and Franchisee has the right to require at any time on reasonable prior notice to Franchisee different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee must submit to MPS prior to opening its Mobility Plus Systems Business and annually thereafter a copy of the certificate of or other evidence of such insurance policy and all renewals or extensions. If Franchisee at any time fails or refuses to maintain in effect any insurance coverage MPS requires, or to furnish satisfactory evidence of such coverage, MPS at its option and in addition to MPS' other rights and remedies under this Agreement, may obtain such insurance coverage on Franchisee's behalf, and Franchisee agrees to promptly execute any applications or other forms or instruments required to obtain any such insurance, allow any inspections of the Showroom which are required to obtain or maintain the insurance and pay to MPS, on demand, any costs and premiums incurred by MPS plus an administrative fee of ten percent (10%). Franchisee's obligations to obtain and maintain the insurance described above is not limited in any way by reason of any insurance maintained by MPS, nor will Franchisee's performance of such obligations relieve Franchisee of any obligations under Section 39 of this Agreement. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general exceeds the amount specified as the maximum amount required by MPS for any type of insurance, that higher amount required for the National Account work will apply.

18. Meetings. Franchisee shall use reasonable efforts for the Principal Executive and/or Designated Showroom Manager to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that MPS requires, including any national or regional brand conventions. Franchisee must obtain MPS's approval of any absences from required meetings. Franchisee must not fail to attend more than three consecutive required meetings. If MPS holds an Annual Conference for franchisees, the Principal Executive and/or Designated Showroom Manager must attend MPS's Annual Conference each time it is held during the term of this Agreement, unless MPS agrees in writing that Franchisee will not be required to attend in MPS' sole discretion. Franchisee is responsible for all travel expenses incurred by its Principal Executive and/or Designated Showroom Manager in attending the conference. This provision shall not obligate MPS to hold an Annual Conference of franchisees each year.

19. Identification. Franchisee must identify itself as the independent owner of the Mobility Plus Systems Business in the manner prescribed by MPS. If Franchisee is an entity, the entity shall not own or operate any other business except Mobility Plus Systems Businesses. Franchisee shall not engage a third-party management company to manage or operate the Mobility Plus Systems Business without the prior written approval of MPS, which will not be unreasonably withheld.

20. Suppliers. Franchisee shall acquire all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or comparable items related to establishing or operating the Mobility Plus Systems Business ("Inputs") required by MPS from time to time in accordance with System Standards. MPS may require Franchisee to purchase or lease any Inputs from MPS, from MPS's designee, from particular vendors, and/or under MPS's specifications. Currently, Franchisee must purchase all customer products and inventory through MPS's affiliate, Mobility Plus, LLC. MPS may change any such requirement or change the status of any vendor. To make such requirement or change effective, MPS shall issue the appropriate System Standards. Franchisee acknowledges that Franchisee may only sell or rent stair lifts, scooters, ramps, vertical

lifts, scooter lifts and other mobility-related products from vendors approved by MPS. MPS is not required to approve more than one vendor for each category of mobility-related product. MPS may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. MPS may receive rebates or payments from vendors in connection with purchases by franchisees. MPS may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as MPS may determine. MPS shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any vendor, including without limitation defects, delays, or unavailability of products or services. Franchisee shall pay all suppliers on a timely basis.

If Franchisee would like to purchase Inputs from a supplier which is not then approved, Franchisee must submit to MPS a written request for approval of the proposed product or supplier and such other information as MPS requires. MPS has the right to inspect the proposed supplier's facilities, and to require product samples from the proposed supplier to be delivered, at MPS' option, either directly to MPS or to any independent, certified entity which MPS designates for testing of the product. MPS reserves the right to periodically re-inspect the facilities and products of any approved supplier and revoke its approval of the supplier or product if the supplier does not continue to meet all of MPS' criteria. MPS will, within one hundred twenty (120) days from Franchisee's written request for approval, notify Franchisee as to whether or not the proposed product and/or supplier is approved.

21. Marketing.

(a) General. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by MPS. Franchisee shall implement any marketing plans or campaigns determined by MPS. MPS may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to MPS for such purpose. MPS has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing.

(b) Digital Marketing. MPS or its affiliates may, in its or its affiliates' sole discretion, establish and operate social media accounts (such as Facebook, Twitter, Instagram, etc.), applications, keyword and ad word purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications or other means of digital advertising on the Internet or any other communications network (collectively "Digital Marketing") that are intended to promote the Marks and Mobility Plus Systems Businesses. MPS and its affiliates will have the sole right to control all aspects of Digital Marketing, including those related to Franchisee's Mobility Plus Systems Business. Unless MPS consents otherwise in writing, Franchisee may not, directly or indirectly, conduct or be involved in any Digital Marketing that uses the Marks or is related to Franchisee's Mobility Plus Systems Business. If MPS does give Franchisee written consent to conduct any Digital Marketing, Franchisee must do so in compliance with this Agreement and any specifications, standards, policies or procedures MPS may issue from time to time on Digital Marketing.

(c) Local Advertising Requirement. During each calendar month, beginning in Franchisee's fourth (4th) month of operation, MPS requires Franchisee to spend an amount equal to

the great of (i) 2% of Gross Sales or (ii) Five Hundred Dollars (\$500.00) per month on local marketing, advertising and promotion (the “Local Advertising Requirement”). MPS may periodically increase or otherwise modify the amount of Franchisee’s Local Advertising Requirement upon ninety (90) days’ written notice to Franchisee. MPS, its affiliates or a third party MPS designates may be a supplier of local advertising, marketing and promotional programs for Franchisee’s Mobility Plus Systems Business. If MPS or its affiliates become a supplier of local advertising, marketing and promotional programs, MPS reserves the right to collect the Local Marketing Requirement in the same manner as other fees due to MPS in accordance with Section 5.h. above. Upon MPS’ request, Franchisee must provide MPS with itemized documentation and proof of the expenditures required under this paragraph. If Franchisee fails to make the required expenditures, MPS has the right to collect the deficiency and spend it as provided below in this paragraph. MPS reserves the right to require Franchisee to use one or more designated vendors in connection with Franchisee’s local advertising and promotional activities. In addition, MPS reserves the right to collect (on a weekly, monthly or quarterly basis, as MPS may from time to time designate) the Local Advertising Requirement and in return provide to Franchisee local promotional, marketing and advertising materials and related services to promote Franchisee’s Mobility Plus Store Business in the Designated Marketing Area. Should this Agreement terminate prior to MPS providing such local promotional, marketing and advertising materials and related services in the Designated Marketing Area, MPS reserves the right to contribute the Local Advertising Requirement amounts to the Marketing Fund.

(d) Marketing Fund. Recognizing the value of advertising and the goodwill and public image of the Mobility Plus Systems Businesses, MPS will administer a Marketing Fund for the franchise system (the “Marketing Fund”) for such marketing, advertising and promotional programs as we, from time to time deem appropriate in MPS’ sole discretion. In Section 5.e., Franchisee agreed to contribute to the Marketing Fund. MPS will be entitled to direct all advertising, marketing and promotional programs financed by the Marketing Fund, with sole discretion over the creative concepts, materials, and endorsements used in them, and the geographic, market, and media placement and allocation of the programs. Franchisee agrees that the Marketing Fund may be used to pay the costs of preparing and producing video, audio, written and electronic advertising materials; administering national, regional or local advertising and promotional programs including, without limitation, direct mail, social media and other media advertising; establishing and maintaining a website for the franchise system; supporting public relations, market research and marketing activities; providing advertising, marketing and promotional materials or content to the Mobility Plus franchises; employing advertising or public relations agencies to assist in any of the activities of the Marketing Fund; and other brand development activities. The Brand Fund will furnish Franchisee with approved advertising, marketing and promotional materials on the same terms and conditions as such materials are furnished to other Mobility Plus franchises.

(i) Marketing Fund Account. The Marketing Fund will be a separate and distinct account, and will be accounted for separately from the other funds of MPS and will not be used to defray any of MPS’ general operating expenses, except for any reasonable salaries, administrative costs and overhead MPS may incur in activities reasonably related to the administration of the Marketing Fund and its advertising, marketing and promotional programs (including, without limitation, conducting market research, preparing advertising, marketing and promotional materials, and collecting and accounting for contributions to the Marketing Fund). MPS may spend in any fiscal year an amount greater or less than the total contribution of the Mobility

Plus franchises to the Marketing Fund in that year. MPS may cause the Marketing Fund to borrow from MPS or other lenders to cover deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing Fund. All interest earned on monies contributed to the Marketing Fund will be used to pay advertising, marketing, and promotional costs of the Marketing Fund before other assets of the Marketing Fund are expended. MPS will prepare an annual statement of monies collected and costs incurred by the Marketing Fund and will make it available to the Mobility Plus franchisees upon request.

(ii) No Liability or Obligation by MPS. Franchisee understands and acknowledges that the Marketing Fund is intended to maximize recognition of the Marks and patronage of the Mobility Plus Systems Businesses. Although MPS will endeavor to use the Marketing Fund to develop advertising, marketing and promotional material, to place advertising and engage in other brand development activities in a manner that will benefit all the Mobility Plus franchisees, MPS undertakes no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by the Mobility Plus franchisees operating in that geographic area or that any the Mobility Plus franchisee will benefit directly or in proportion to their contribution to the Marketing Fund from the development of advertising, marketing and promotional materials or the placement of advertising. Except as expressly provided in this Section 22.d., MPS assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction, or administration of the Marketing Fund. MPS shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of MPS's fiscal year and shall provide the financial statement to Franchisee upon request.

(iii) Right to Discontinue Marketing Fund. MPS has the right to discontinue or to reestablish the Marketing Fund. In the event MPS discontinues the Marketing Fund, MPS will distribute all unspent amounts existing in the Marketing Fund on the date of discontinuance to franchisees in proportion to their respective contributions for the most recent twelve (12) months.

(iv) No Obligation to Contribute by MPS. MPS is not obligated to (i) have all other Mobility Plus Systems Businesses (whether owned by other franchisees or by MPS or its affiliates) contribute to the Marketing Fund, or (ii) have other Mobility Plus Systems Businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

22. Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as MPS may specify in the Manual or otherwise in writing. Franchisee shall give MPS unlimited access to Franchisee's point of sale system and other software systems related to the operation of the Mobility Plus Systems Business, by any means designated by MPS. If MPS provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems and authorizes MPS to access such communications. MPS reserves the right to access information

and data pertaining to the Mobility Plus Systems Business produced by and/or stored on Franchisee's computer system. Franchisee shall be solely responsible for protecting Franchisee's Point-of-Sale System and computer systems from viruses, computer hackers and other computer-related and technology-related problems, and Franchisee releases MPS from all claims it may have as result of viruses, hackers or other computer-related or technology-related problems. As technology advances, Franchisee must comply with MPS's requirements, as described in the Manual or via Policy Statement, in order for MPS to be able to communicate with Franchisee.

23. Reports. Franchisee shall provide such periodic financial reports as MPS may require in the Manual or otherwise in writing. Franchisee shall submit to MPS such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Mobility Plus Systems Business as specified in the Manual or that MPS may reasonably request.

24. Business Records. Franchisee shall keep complete accurate books and records reflecting all expenditures and receipts of the Mobility Plus Systems Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as MPS may specify in the Manual or otherwise in writing. MPS may examine and audit all books and records related to the Mobility Plus Systems Business, and supporting documentation, at any reasonable time. If an understatement of Gross Sales for any week is determined by any such examination or audit to be greater than two percent (2%), Franchisee agrees to reimburse MPS for the cost of such audit or examination, including, without limitation, the charges of any independent accountants and the travel expenses, room and board and compensation of MPS' employees. MPS reserves the right to require Franchisee to engage the services of a third party accounting services firm approved by MPS in the event that Franchisee fails to keep books and record in accordance with MPS' standards. The foregoing remedies are in addition to all other remedies and rights MPS may have under this Agreement or any applicable law.

25. Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by MPS. MPS may supplement, revise, or modify the Manual, and MPS may change, add, or delete System Standards at any time in its discretion. MPS may inform Franchisee thereof by any method that MPS deems appropriate (which need not qualify as "notice" under Section 35). In the event of any dispute as to the contents of the Manual, MPS's master copy will control.

26. Innovations. Franchisee shall disclose to MPS all ideas, plans, improvements, concepts, methods, and techniques relating to the Mobility Plus Systems Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. MPS will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

27. Delegation. MPS may delegate any duty or obligation of MPS under this Agreement to a third party.

28. System Variations. MPS may vary or waive any System Standard for any one or more Mobility Plus franchises due to the peculiarities of the particular site or circumstances, density of

population, business potential, population of trade area, existing business practices or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

29. Authorized Marks.

(a) Ownership and Goodwill of Marks. Franchisee acknowledges that MPS' affiliate owns the Marks which have been licensed to MPS and that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to Franchisee's operation of its Mobility Plus Systems Business pursuant to and in compliance with this Agreement, the System, and all applicable specifications, standards and operating procedures MPS prescribes from time to time during the term of the franchise. Any unauthorized use of the Marks by Franchisee will constitute an infringement of MPS' and MPS' affiliate's rights in and to the Marks. Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks will inure to the exclusive benefit of MPS and its affiliate, and that this Agreement does not confer any goodwill or other interests in the Marks on Franchisee (other than the right to operate a Mobility Plus Systems Business in compliance with this Agreement). Franchisee must not, at any time during the term of this Agreement or after its termination or expiration do any of the following: (1) make any oral or written representation or admission that any of the Marks is in any way invalid or infringes the rights of any person or is open to any other form of attack, (2) contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of the Marks, or (3) take any action that derogates, tarnishes or dilutes MPS' claimed rights in and to the Marks. All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, and logos MPS may authorize Franchisee to use during the term of this Agreement.

(b) Limitations on Franchisee's Use of Marks. Franchisee agrees to use the Marks as the sole identification of its Mobility Plus Systems Business, except that Franchisee must display in the manner MPS prescribes notices to employees, customers, vendors and other third parties identifying Franchisee as the independent owner of the Mobility Plus Systems Business pursuant to a Franchise Agreement with MPS. Franchisee may not use or register any Mark as part of any entity name or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos and additional trademarks and service marks licensed to Franchisee under this Agreement), or in any modified form. Franchisee may not apply to register or register any Mark in any forum. Franchisee may not use any Mark in connection with the sale of any unauthorized product or service or in any other manner MPS has not expressly authorized in writing. Franchisee agrees to display the Marks prominently and in the manner MPS prescribes in operating Franchisee's Mobility Plus Systems Business, including signs and forms, and in connection with marketing, advertising, and promotional materials. Franchisee also agrees to use only notices of trademark or service mark registrations and copyrights as MPS specifies and to obtain any fictitious or assumed name or "doing business as" registrations that are required under applicable law.

(c) Website; Use of Marks on the Internet. MPS and its affiliates have developed a web site (the "Mobility Plus Website") at <https://www.mobilityplus.com/>. The Mobility Plus Website as it may be developed and changed from time to time is the sole property of MPS's affiliate. MPS may, but is not obligated to, develop, and maintain for Franchisee a page or linked page on the Mobility Plus Website ("Micro-Site"). Access to Franchisee's Micro-Site is subject to MPS' prior written approval,

which MPS may withhold for any reason. Franchisee may request content on Franchisee's Micro-Site, which shall be subject to MPS' prior written approval, which MPS may withhold for any reason.

Franchisee shall not obtain or register any domain names/URL addresses for the Internet incorporating the Marks or create, develop, maintain and/or use its own web site on the Internet using any of the marks without MPS' prior written consent. If MPS does grant consent to the establishment of Franchisee's own local website, the website may not be published to the public or content revised without MPS' express written approval. Franchisee shall not use any of the Marks on the Internet in any directory listing or advertising without MPS's prior written consent. Franchisee shall not make any reference to or any association with the Marks on any social media site, social network, blog, or other on-line venue or in any other manner on the Internet without MPS's prior written consent. If any of the foregoing uses is specifically permitted by MPS, Franchisee's use must conform completely to all of MPS's applicable standards, policies and procedures as set forth in the Manual or otherwise in writing.

(d) Notification of Infringements and Claims. Franchisee agrees to notify MPS in writing within one (1) week of any apparent or suspected unauthorized use of the Marks, any challenge to the validity of the Marks, any challenge to MPS' affiliate's ownership of, MPS' right to use or license others to use, or Franchisee's right to use, the Marks or similar trade names, domain names, trademarks, service marks or trade dress, or any claim by any person of any rights in any Mark or any similar trade name, domain name, trademark, service mark or trade dress of which Franchisee may become aware. Franchisee agrees not to communicate with any person except MPS or MPS' or MPS' affiliate's attorneys and Franchisee's attorneys in connection with any such infringement, challenge, or claim. MPS and its Affiliate have sole discretion to take such action as MPS deems appropriate and the sole right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding, arising out of any infringement, challenge or claim or otherwise relating to any Mark. MPS and its Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. Franchisee agrees to sign any and all instruments and documents, provide such assistance and take any action that MPS or its affiliate's attorneys say are necessary or advisable to protect and maintain MPS' interests in any such litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding related to the Marks or to otherwise protect and maintain MPS' interests in the Marks. MPS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

(e) Discontinuance or Substitution of Marks. If it becomes advisable at any time, in MPS' or MPS' affiliate's sole discretion, for Franchisee's Mobility Plus Systems Business to modify or discontinue use of any Mark or for Franchisee's Mobility Plus Systems Business to use one or more additional or substitute trademarks, service marks, trade names or domain names, Franchisee agrees to comply with MPS' directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trademarks, service marks, trade dress or domain names, within a reasonable time after MPS' notice to Franchisee at Franchisee's expense. If MPS requires Franchisee to modify or discontinue use of any Mark, MPS and its affiliate have no obligations or liability to

Franchisee for Franchisee's actual expenditures or other costs Franchisee incurs in order to comply with this obligation.

(f) Right of Inspection. In order to determine whether Franchisee is operating the Mobility Plus Systems Business in compliance with this Agreement and the policies, procedures, standards and specifications in the Manual for the protection of the Marks and to ensure that Franchisee is properly employing the Marks in the operation of its Mobility Plus Systems Business, MPS' or MPS' agents shall have the right to enter and inspect Franchisee's Mobility Plus Systems Business, including but not limited to the Showroom, the operations, and the services being performed at the Showroom and Third Party Sites, including observing programs, classes, camps, parties and field trips, at all reasonable times and without prior notice to Franchisee. MPS has the right to observe the manner in which Franchisee is rendering services and conducting its operations, to interview Franchisee's employees and customers, to take photographs, and to select equipment and supplies for test of content and evaluation purposes to make certain that the equipment and supplies are satisfactory and meet the quality control provisions and performance standards established by MPS. MPS shall also have the right to conduct customer satisfaction surveys. Franchisee agrees to fully cooperate with MPS' representatives conducting any such inspection.

30. Types of Confidential Information. MPS and MPS' affiliates possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by MPS' Affiliate, MPS and MPS and MPS' affiliates' franchisees: (1) methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the development, operation, and franchising of the Mobility Plus Systems Businesses; (2) sources of supply, purchasing, and methods of providing the services and products sold by Mobility Plus Systems Businesses; (3) knowledge of sales and profit performance of any one or more the Mobility Plus Systems Businesses; (4) knowledge of test programs, concepts or results relating to new services and products; (5) advertising, marketing and promotional programs; (6) equipping of the Showroom; (7) the selection and training of the Mobility Plus Systems Business managers and other employees; (8) the contents of the Manual or other written materials provided to you; (9) any customized software or proprietary software developed by or for MPS for the System; and (10) all customer information, lists, data and records. All such information will be referred to in this Agreement as "Confidential Information." MPS will disclose much of the Confidential Information to Franchisee, and will do so in furnishing to Franchisee the training programs, the Manual, or other materials in written or electronic form and in providing guidance and assistance to Franchisee under this Agreement. In addition, in the course of the operation of the Mobility Plus Systems Business and for six (6) months after the termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee or its employees may develop ideas, inventions, formulas, concepts, methods, techniques or improvements relating to the System or the Mobility Plus Systems Business, Franchisee agrees to immediately disclose to MPS any such ideas, inventions, formulas, concepts, methods, techniques or improvements, which MPS may then authorize Franchisee and other the Mobility Plus Businesses to use. Franchisee will also assure that any corresponding intellectual property rights (including without limitation any rights in utility or design patents, know-how, trade secrets, trademarks, services marks and copyrights) in such ideas, inventions, formulas, concepts, methods, techniques or improvements will be MPS' property and the title and rights to which shall be legally assigned to MPS immediately in writing

by Franchisee, the Owners, Franchisee's managers and/or employees. All such information developed by Franchisee or its employees will be included in the term "Confidential Information," as defined above.

31. Confidentiality Agreement. Franchisee agrees that its relationship with MPS does not vest in Franchisee any interest in the Confidential Information other than the right to use it in the development and operation of the Mobility Plus Systems Business in compliance with this Agreement, and that the use or duplication of the Confidential Information in any other business would constitute misappropriation, an unfair method of competition, a breach of this Agreement and copyright infringement. Franchisee acknowledges and agrees that the Confidential Information belongs to Franchisee, is proprietary information, that also is subject to copyright prosecution, contains trade secrets belonging to MPS and is disclosed to Franchisee or authorized for Franchisee's use solely on the condition that Franchisee agrees, and Franchisee therefore does agree, that Franchisee and its Owners: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed; and (4) will adopt and implement all reasonable procedures MPS may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure to Franchisee's employees and the use of confidentiality agreements, trade secret disclosure forms, exit acknowledgements and other documents in a form that MPS prescribes with Owners, managers and employees who attend or receive MPS' training and/or have access to the Confidential Information and the use of non-competition agreements with Owners who attend or receive training and/or have access to the Confidential Information. Upon MPS' request, Franchisee must provide MPS with copies of signed confidentiality agreements of any Owners, managers and employees and/or signed non-competition agreements of any Owners. The restrictions on Franchisee's disclosure and use of the Confidential Information will not apply to the following: (a) information, processes, or techniques which are generally known and used in the public domain (as long as the availability of this information is not because of a disclosure, whether deliberate or inadvertent, by Franchisee or its Owners) and (b) disclosure of the Confidential Information in legal proceedings when Franchisee is legally required to disclose it and Franchisee has first given MPS the opportunity to obtain an appropriate legal protective order or other assurance satisfactory to MPS that the information required to be disclosed will be treated confidentially.

32. Covenants Not to Compete.

(a) Restriction – In Term. Franchisee agrees that MPS would be unable to protect the Confidential Information against unauthorized use or disclosure, that such unauthorized disclosure would cause MPS irreparable harm, and MPS would be unable to encourage a free exchange of ideas and information among the Mobility Plus Systems Businesses if owners of the Mobility Plus Systems Businesses were permitted to hold interests in any competitive businesses, as described below. Franchisee also acknowledges that MPS has granted this Franchise Agreement to Franchisee in part in consideration of, and in reliance on, Franchisee's and its Owners' agreement to deal exclusively with MPS. Therefore, during the term of this Agreement, neither Franchisee nor any Owner, may, either directly or indirectly, for itself or through, on behalf of, or in conjunction with, any person or legal entity, own, maintain, operate, engage in, consult with, or have any interest (as a disclosed or beneficial owner) in any business which offers products or

services which are the same as, or similar to, those offered by a Mobility Plus Systems Business (except another the Mobility Plus Systems Business operated pursuant to a franchise agreement with us), or any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services which are the same as, or similar to, those offered by a Mobility Plus Systems Business (without limitation, this restriction includes any business which sells, rents, installs or services stair lifts, scooters, ramps, vertical lifts, scooter lifts or other mobility-related products and services in the Territory or Designated Marketing Area or in the territory or designated marketing area of any other franchisee operating at the time of expiration, termination or Transfer (if applicable)). The ownership of 5% or less of a publicly traded company will not be deemed to be prohibited by this Section. Further, during the term of this Agreement, Franchisee shall not divert any customers or prospective customers from Franchisee's Mobility Plus Systems Business to any other business.

(b) Restriction – Post Term. Upon assignment, termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee (and its Owners) agrees that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which Franchisee ceases to conduct the business conducted pursuant to this Agreement, whichever is later (the "Commencement Date"), Franchisee (and its Owners) will not:

(i) have any direct or indirect interest as an owner, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in (a) any business selling services or products substantially similar to the Mobility Plus Systems Business being offered as of the date of termination or expiration (except other Mobility Plus Systems Businesses operated pursuant to franchise agreements with us), which is located (i) within fifty (50) miles of the Showroom operated by Franchisee under this Agreement or (i) within fifty (50) miles of the Showroom of any other then existing Mobility Plus Systems Business, or (b) any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services similar to those offered by a Mobility Plus Systems Business, other than the ownership of securities traded on a stock exchange or on the over the counter market that represent five percent (5%) or less of that class of securities. Without limitation, this restriction includes any business which sells, rents, installs or services stair lifts, scooters, ramps, vertical lifts, scooter lifts or other mobility-related products and services in the Territory or Designated Marketing Area or in the territory or designated marketing area of any other franchisee operating at the time of expiration, termination or Transfer (if applicable).

(ii) directly or indirectly divert or attempt to divert any former customer of Franchisee's Mobility Plus Systems Business to any competitive business;

(iii) employ or seek to employ any person employed by MPS or by any other Mobility Plus Systems Business, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment; and

(iv) directly or indirectly, solicit or sell services or products to any former customer of Franchisee's Mobility Plus Systems Business.

(c) Court Modification of Agreement. Franchisee agrees that this form of Agreement is prepared for use in many jurisdictions with differing public policies and that such public policies

change. Accordingly, Franchisee agrees that the prevailing non-competition restrictions set forth above may be modified by a Court to the extent necessary to make the non-competition agreements valid and enforceable against Franchisee.

(d) Enforcement of Covenants Not to Compete. Franchisee acknowledges that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to MPS for which no adequate remedy at law will be available. Accordingly, Franchisee hereby acknowledges that MPS may seek to obtain the entry of an injunction prohibiting any conduct by Franchisee or its Owners in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of said covenants not to compete was accomplished by and through Franchisee's unlawful utilization of the Confidential Information of MPS. Further, Franchisee expressly agrees that the existence of any claims Franchisee may have against MPS, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by MPS of the covenants not to compete set forth in this Agreement. Franchisee further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by MPS in connection with the enforcement of those covenants not to compete set forth in this Agreement.

33. Termination by MPS.

(a) Subject to 15-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (c), and fails to cure such breach to MPS's satisfaction within 15 days after MPS gives notice to Franchisee of such breach, then MPS may terminate this Agreement.

(c) Without Cure Period. MPS may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) a receiver or trustee for the Mobility Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Mobility Plus Systems Business, or an attachment or lien remains on the Mobility Plus Systems Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(ii) Franchisee violates the deadlines stated in Section 3.a., or Franchisee or any Owner violates Section 31 (confidentiality), Section 32 (non-compete) or Section 38 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(iii) Franchisee abandons or ceases operation of the Mobility Plus Systems Business for more than 10 consecutive days;

(iv) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(v) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(vi) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in MPS's opinion is reasonably likely to materially and unfavorably affect MPS's brand.

34. Monetary Fees for Non-Compliance. In addition to any and all other remedies available to MPS under this Agreement or under the law upon Franchisee's default, MPS may impose on Franchisee monetary non-compliance fees of up to Five Hundred Dollars (\$500) per day or per occurrence (whichever is applicable) for defaults under this Agreement.

35. Upon Termination or Expiration of the Franchise.

(a) Payment of Amounts Owed to Company. Franchisee agrees to pay MPS within ten (10) days after the effective date of termination or expiration (without entering into a successor franchise agreement) of this Agreement such royalty fees, Marketing Fund contributions, late fees and interest due MPS on any of the foregoing and all other amounts owed to MPS and MPS' affiliates which are then unpaid. Franchisee must furnish a complete accounting of all such amounts owed to MPS and MPS' affiliates with the payment.

(b) The Marks. Franchisee agrees that after the termination or expiration (without entering into a successor franchise agreement) of this Agreement Franchisee will:

(i) not directly or indirectly at any time or in any manner identify Franchisee (or its Owners) or any business as a current or former Mobility Plus Systems Business, or as a franchisee or licensee of or as otherwise associated with MPS, or use the Marks, any colorable imitation thereof or other indicia of a Mobility Plus Systems Business in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark, trade dress, domain name, or other commercial symbol that suggests or indicates a connection or association with MPS;

(ii) promptly return to MPS or destroy (whichever MPS specifies) all signs, promotional advertising materials, forms, and other materials containing the Marks or otherwise identifying or relating to a Mobility Plus Systems Business;

(iii) promptly take such action as may be required to cancel all fictitious or assumed name, "doing business as" or equivalent registrations relating to Franchisee's use of the Marks;

(iv) promptly notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any telephone directory listings associated with the Marks and to authorize transfer of same to or at the direction of MPS. Franchisee acknowledges that as between MPS and Franchisee, MPS has the sole right to and interest in all telephone numbers and directory listings associated with the Marks, and Franchisee authorizes MPS, and by execution of the Conditional Assignment of Telephone Number and Digital Marketing Accounts (attached hereto as Attachment 3) have appointed MPS and any officer of MPS as Franchisee's attorney in fact, to direct the telephone company and all listing agencies to transfer same to MPS or at its direction, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as

conclusive of the exclusive rights of MPS in such telephone numbers and directory listings and its authority to direct their transfer;

(v) promptly cancel, or at MPS' option transfer to MPS, all social media or digital marketing accounts, and provide passwords for same;

(vi) furnish to MPS within thirty (30) days after the effective date of termination or expiration evidence satisfactory to MPS of Franchisee's compliance with the foregoing obligations.

(c) Confidential Information. Franchisee agrees that upon termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee will immediately cease to use in any business or otherwise the Confidential Information disclosed to Franchisee pursuant to this Agreement and will return to MPS, at Franchisee's expense, all copies of the Manual, any proprietary software and other materials containing MPS' proprietary information which have been loaned to Franchisee by MPS. Further, Franchisee shall deliver to MPS and not retain any copies of all customer lists and all other customer data, and other information and records regarding the customers. Franchisee expressly and specifically acknowledges and agrees that the customer data and records acquired during the term of the franchise are valuable property rights which Franchisee may use during the term of this Agreement, but which belong to MPS in the event of expiration or termination of the Franchise Agreement for any reason.

(d) Cease Operations. Upon termination or expiration of this Agreement, MPS shall immediately cease to operate Franchisee's Mobility Plus Systems Business at the Showroom or otherwise under this Agreement, either as a franchised or as a non-franchised facility, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of MPS.

(e) De-Identification of Showroom. Upon termination or expiration of this Agreement, Franchisee agrees, in the event Franchisee continues to operate or subsequently begin to operate any other business (subject to any restrictions against doing so provided in this Agreement), not to use any reproduction, counterfeit, copy or colorable imitation of the Marks or trade dress either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute MPS' exclusive rights in and to the Marks and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with MPS so as to constitute unfair competition. If MPS does not opt to take assignment of the lease for the Showroom upon the expiration or termination of this Agreement, Franchisee shall immediately make such modifications or alterations to the Showroom as may be necessary to prevent any association between MPS or the System and any business thereon subsequently operated by Franchisee or others, and shall make such specific additional changes thereto as MPS may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section, MPS shall have the right to enter upon the premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at Franchisee's expense, which expense Franchisee agrees to pay upon demand.

(f) Covenants. Upon the termination or expiration of this Agreement, Franchisee shall comply with the covenants contained in Section 30.b. herein.

(g) Continuing Obligations. All obligations of MPS and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

36. Purchase Option upon Termination or Expiration. When this Agreement expires or is terminated, MPS will have the right (but not the obligation) to purchase any or all of the assets related to the Mobility Plus Systems Business, and/or to require Franchisee to assign its lease or sublease to MPS. To exercise this option, MPS must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that MPS elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. MPS's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Mobility Plus Systems Business. MPS may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by MPS. If MPS exercises the purchase option, MPS may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by MPS to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, MPS may pay a portion of the purchase price directly to the lienholder to pay off such lien. MPS may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. MPS may assign this purchase option to another party.

37. Transfer by MPS. MPS may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and MPS may undergo a change in ownership and/or control, without the consent of Franchisee.

38. Transfer by Franchisee With MPS Approval.

(a) Subject to Section 38.c., Franchisee shall not conduct or undergo a Transfer without providing MPS at least 60 days' prior notice of the proposed Transfer, and without obtaining MPS's consent. "Transfer" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (A) substantially all of the assets of the Mobility Plus Systems Business, (B) this Agreement, (C) any direct or indirect ownership interest in the Mobility Plus Systems Business, or (D) control of the Mobility Plus Systems Business. In granting any such consent, MPS may impose conditions, including, without limitation, the following:

(i) MPS receives a transfer fee equal to 75% of the then-current Initial Franchise Fee. The transfer fees required cover MPS' administrative expenses in connection with the transfer.

Franchisee shall pay a non-refundable deposit on the transfer fee in the amount of Five Thousand Dollars (\$5,000.00) at the time Franchisee requests MPS' written consent of the proposed transfer;

(ii) MPS receives a transferee training fee equal to Five Thousand Dollars (\$5,000.00);

(iii) the proposed new franchisee has been approved by MPS as a franchisee;

(iv) the proposed franchisee executes MPS's then-current form of franchise agreement, which form may contain materially different provisions (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

(v) Franchisee has paid all monetary obligations to MPS in full, and Franchisee is not otherwise in default or breach of this Agreement; and

(vi) Franchisee, its Owners, and the transferee and its owners execute a general release of MPS in a form satisfactory to MPS.

(b) Transfer to a New Entity. If a proposed transfer is among existing shareholders, partners or members of Franchisee the transfer fees shall be Three Thousand Dollars (\$3,000.00). In the event of such transfer, MPS reserves the right to waive conditions or requirements contained in Section 38.a. in its sole discretion and to require the owners of the transferee entity to execute the Guaranty and Assumption of Obligations that is attached to this Agreement as Attachment 4.

(c) Death or Disability of Franchisee. Upon the death or permanent disability of any of Franchisee's Owners, the executor or other personal representative of such person must transfer such person's interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by MPS. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to all the terms and conditions for assignments and transfers contained in Section 38.a.. Failure to transfer such interest within the required period of time will constitute grounds for termination under Section 33. Prior to such transfer, the executor or other personal representative of such person, or the remaining Owners, must appoint a competent Designated Showroom Manager within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointment of this manager is subject to the prior written approval of MPS, and this manager must, if requested by MPS, attend and satisfactorily complete MPS' training program.

(d) MPS Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer, MPS will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to MPS a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of MPS's receipt of such copy, MPS will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that if some or all of the purchase price is not payable in cash, MPS may pay the equivalent value in cash for the purchase price). If MPS does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Section 39.

39. Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to MPS) MPS, its parent entities, subsidiaries and affiliates, and their respective owners, directors,

officers, employees, agents, successors and assignees (collectively, “Indemnitees”) against all losses and expenses (including reasonable attorney fees) in any means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal (“Action”) by or against MPS and/or any Indemnatee directly or indirectly related to, or alleged to arise out of, the operation of the Mobility Plus Systems Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnatee from claims arising as a result of any Indemnatee’s misconduct or negligence. This indemnity will continue in effect after this Agreement ends. MPS may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee’s expense. Such an undertaking shall not diminish Franchisee’s obligation to indemnify the Indemnitees.

40. Enforcement.

(a) Invalid Provisions; Substitution of Valid Provisions; Severability. To the extent that any provision of this Agreement is deemed unenforceable, Franchisee agrees that the invalid provision will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that provision under the laws applied in the forum in which MPS is seeking to enforce it. If any lawful requirement or court order of any jurisdiction: (1) requires a greater advance notice of the termination of this Agreement or non-approval of granting a successor franchise than is required under this Agreement, or the taking of some other action which is not required by this Agreement; or (2) makes any provision of this Agreement or any specification, standard or operating policy or procedure MPS prescribed invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard or operating policy or procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. Franchisee agrees to be bound by the modification to the greatest extent lawfully permitted. No modification will impact the operation of, or have any other effect upon, any other terms, provisions, and/or covenants of this Agreement. The provisions of this Agreement are deemed to be severable. The parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

(b) Waiver of Obligations/Approvals and Consents. Either Franchisee or MPS may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires MPS’ prior approval or consent, Franchisee must make a timely written request for it. MPS’ approval or consent will not be valid unless it is in writing. MPS makes no warranties or guaranties upon which Franchisee may rely, and MPS assumes no liability or obligation to Franchisee, by virtue of granting any waiver, approval or consent, or by reason of any neglect, delay or denial of any request for a waiver, approval or consent. Any waiver granted by MPS will be without prejudice to any other rights MPS may have, will be subject to MPS’ continuing review, and may be revoked, in MPS’ sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice. Neither Franchisee nor MPS will be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Franchise prior to the expiration of its terms), by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal

or neglect of either Franchisee or MPS to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by MPS to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Mobility Plus Systems Businesses; or (iv) the acceptance by MPS of any payments due from Franchisee after any breach of this Agreement. Neither Franchisee nor MPS will be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform MPS' respective obligations results from: (i) transportation shortages or inadequate supply of labor, material or energy beyond the control of the parties, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (iii) acts of God; (iv) acts or omissions of the other party; (v) fires, strikes, embargoes, war, riot or acts of terrorism; or (vi) any other similar event or cause. Any delay resulting from any of the causes set forth above will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

(c) Specific Performance; Injunctive Relief. Provided MPS gives Franchisee the appropriate notice, MPS will be entitled, without being required to post a bond, to seek the entry of temporary and permanent injunctions and orders of specific performance to: (i) enforce the provisions of this Agreement relating to Franchisee's use of the Marks and Franchisee's non-disclosure and non-competition obligations under this Agreement; (ii) prohibit any act or omission by Franchisee or its employees that constitutes a violation of any applicable law, ordinance or regulation, constitutes a danger to the public, or may impair the goodwill associated with the Marks or the Mobility Plus Systems Businesses or (iii) prevent any other irreparable harm to MPS' interests. If MPS obtains an injunction or order of specific performance, Franchisee agree to pay MPS an amount equal to the total of MPS costs of obtaining it, including, without limitation, reasonable attorneys', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses and travel and living expenses, and any damages MPS incurs as a result of the breach of any such provision. Franchisee further agrees to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

(d) Cumulative Remedies. The rights and remedies specifically granted to either Franchisee or MPS by this Agreement will not be deemed to prohibit either Franchisee or MPS from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

(e) Mediation. Prior to commencing any legal proceeding or arbitration, Franchisee must give notice to MPS setting forth in reasonable detail the nature and basis of the claim or dispute and the parties shall then seek to negotiate and resolve the dispute by negotiation through an independent mediator. Unless otherwise mutually agreed, mediation shall commence within two (2) weeks after the selection of the mediator and shall take place in the county of MPS's then current principal place of business. Mediation shall continue until the parties agree to terminate the process, the mediator determines that the process is not working (i.e., has reached an impasse), or thirty (30) days have elapsed since the commencement of mediation and the parties do not by mutual agreement extend the process. Any recommendation or decision by the mediator shall be non-

binding and confidential. The fees and expenses of the mediator shall be shared equally by the parties, and each party shall bear its own costs otherwise. In the event the dispute is not resolved through mediation as provided herein, either party may proceed immediately to litigate concerning the dispute. Each party hereby agrees that all statements made in the course of mediation shall be strictly confidential and shall not be disclosed to or shared with any third parties, other than the mediator. Each party also agrees that any documents or data specifically prepared for use in good faith negotiations and/or mediation shall not be disclosed to or shared with any third party except those parties whose presence is necessary to facilitate the mediation process. The parties agree not to make copies of any such documents, and to return them to the other party upon the conclusion of the mediation. Each party agrees and acknowledges that no statements made in, or evidence specifically prepared for mediation shall be admissible for any purpose in any subsequent proceedings. MPS shall have no obligation to mediate claims that are the subject of Section 40.c. herein.

(f) Arbitration. Except disputes not subject to arbitration as set forth in Section 40.c., any dispute between MPS and MPS' affiliates on the one hand, and Franchisee and its affiliates on the other hand, arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, will be resolved by submission to arbitration conducted by a single impartial arbitrator according to the then current Commercial Arbitration Rules of the American Arbitration Association. The parties agree that in order to be eligible to be appointed an arbitrator hereunder, an individual must have at least ten (10) years of previous experience in the field of franchise law. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. All hearing and other proceedings shall take place near MPS's principal place of business in Hoffman Estates, Illinois, or if MPS's principal place of business is no longer in Hoffman Estates, Illinois, in the county of the then-current principal place of business of MPS. This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. Judgment upon an arbitration awarded may be entered in any court having competent jurisdiction and shall be binding, final and not subject to appeal. MPS and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. MPS and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or MPS.

The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

(g) Damages. In any controversy or claim arising out of or relating to this Agreement, in arbitration proceedings or otherwise, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, MPS's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to MPS but for the termination.

(h) Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

(i) Legal Costs. In any legal proceeding (including arbitration) related to this Agreement, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

41. Anti-Terrorism Laws. Franchisee and its Owners agree to comply with and/or to assist MPS to the fullest extent possible in MPS' efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee, Franchisee and its Owners certify, represent, and warrant that none of Franchisee's property or interest is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and/or its Owners are not otherwise in violation of any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means the USA PATRIOT Act or similar laws, presidential executive orders, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing in or in any way relating to terrorist acts and acts of war. Franchisee and its Owners acknowledge and agree that any violation of the Anti-Terrorism Laws by any of Franchisee or its employees or any "blocking" of any of Franchisee's assets under the Anti-Terrorism laws shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee shall have entered with MPS or its affiliates, in accordance with the termination provisions of this Agreement.

42. Franchisee Entity and Guaranty and Assumption of Obligations. Franchisee shall maintain the entity that is the Franchisee in good standing with the state of incorporation or organization throughout the term of the Franchise. Franchisee's organizational documents, by-laws or operating agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in the entity and all certificates of ownership in the entity will bear a legend referring to this Agreement's transfer restrictions. All Owners shall execute the Guaranty and Assumption of Obligations that is attached to this Agreement as, Attachment 4 whereby the Owners jointly and severally guarantee the full payment and performance of Franchisee's obligations to MPS. Franchisee shall confine Franchisee's business activities exclusively to operating a Mobility Plus Systems Business licensed under, and pursuant to the terms of, this Agreement. New ownership interests in Franchisee shall not be issued without MPS' prior written consent, and all transfers or assignments of ownership interests in Franchisee shall not be effective without MPS' prior written consent and having met all of the conditions of Section 38.a. Any attempted transfer or assignment, including changes in ownership or corporate structure without compliance with Section 38.a. and MPS' prior written consent will be null and void and of no effect, and will convey no rights in or interest in the franchise granted therein, this Agreement or the franchised business. Franchisee agrees to furnish MPS at any time upon request a certified

copy of Franchisee's organizational documents, and a list, verified as being true and correct and in such form as MPS may require, of all Owners reflecting their respective interests and all officers, directors or managers.

43. Miscellaneous.

(a) Governing Law. The laws of the state of Illinois (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Illinois law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(b) Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. MPS is not a fiduciary of Franchisee. MPS does not control or have the right to control Franchisee or its Mobility Plus Systems Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect MPS's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Mobility Plus Systems Business. MPS has no liability for Franchisee's obligations to any third party whatsoever.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by MPS in its franchise disclosure document. The parties intend that (i) if any provision of this Agreement is held by a court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, MPS, and MPS's affiliates.

(d) Modification and Waiver. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit MPS's rights to modify the Manual or System Standards. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

(e) Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

(f) Delays in Performance. The parties agree that neither party shall be liable for any delays in performance, except for payment of fees due, caused by acts of God, acts of the public enemy, acts of the United States or any state government, fires, floods, epidemics, war, riots, strikes or embargoes.

(g) Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice

address set forth in below its signature; and (B) if to MPS, addressed to 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, MPS may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

(h) Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

(i) No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by MPS does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and MPS.

(j) Waiver of Jury Trial. Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

(k) Electronic Signature and Delivery. This Agreement may be signed with full legal force and effect using electronic signatures and records. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[Signature Page Follows.]

Agreed to by:

FRANCHISOR:

MOBILITY PLUS SYSTEMS, LLC

By: _____
Richard Peter, President

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

Address:

(Check if applicable) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois

_____ Indiana

_____ Wisconsin

ATTACHMENT 1 to FRANCHISE AGREEMENT
PRELIMINARY DESIGNATED AREA, TERRITORY AND DESIGNATED
MARKETING AREA

**PRELIMINARY DESIGNATED AREA, TERRITORY AND DESIGNATED
MARKETING AREA**

The parties hereto agree that the Showroom to be operated by Franchisee pursuant to the Franchise Agreement shall be located in the following described preliminary designated area:

(the "Preliminary Designated Area").

The following shall be filled in by MPS and Franchisee within fifteen (15) days of MPS' approval of the site for Franchisee's Showroom:

The Showroom will be located at the following address:

The parties hereto agree that Franchisee's Territory shall be as follows:

See map attached hereto.

The parties hereto agree that Franchisee's Designated Marketing Area shall be as follows:

See map attached hereto.

[Signature Page Follows.]

Mobility Plus Systems, LLC

FRANCHISEE:

An Illinois limited liability company

A _____

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENT 2 to FRANCHISE AGREEMENT
ELECTRONIC FUNDS TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

As a duly authorized signer on the financial institution account identified below of the undersigned Franchisee, I authorize Mobility Plus Systems, LLC (“Company”) to initiate monthly electronic fund transfer debits from the account for payments due or when applicable, apply electronic funds transfer credits to the same. Said debits may be for Royalty Fees, Brand Fund contributions, technology fees, interest, late fees, and any other amounts Franchisee owes to the Company or its affiliates pursuant to the Franchise Agreement between Franchisee and Company, and in amounts required by the Franchise Agreement. The dollar amount to be debited for each transfer will vary.

Currently, Mobility Plus Systems, LLC is initiating monthly debits on the fifth (5th) day of every calendar month for payment of the Royalty Fee, Marketing Fund contributions, technology fees, interest, late fees, and any other amounts then due, unless that day falls on a holiday, in which case the debit will be initiated the following business day. The dates and intervals for initiating debits for amounts due under the Franchise Agreement may be changed upon delivery of notice to Franchisee.

If any such electronic debit(s) should be returned by my financial institution as unpaid (Non-Sufficient or Uncollected Funds), I understand that Mobility Plus Systems, LLC shall be entitled to collect interest and late fees as provided in the Franchise Agreement, and to debit same from this account once there are sufficient funds to cover it.

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it, and to obtain a replacement Electronic Funds Transfer Authorization from Franchisee for a replacement account. Any such notice should be sent to the following address:

Mobility Plus Systems, LLC
Attn: Richard Peter
2815 Forbs Avenue, Suite 107
Hoffman Estates, Illinois 60192

Franchisee is responsible for, and shall pay on demand, all costs or fee charged by the financial institution holding the account relating to the handling of debits pursuant to this authorization. I understand and authorize all of the above.

FRANCHISEE: _____

AUTHORIZING SIGNATURE: _____

PRINT NAME AND TITLE: _____

DATE: _____

BUSINESS ADDRESS: _____

Financial Institution Account Identifying Information:

Enter financial institution account information in the fields below or attach a voided check.

| | |
|-------------------------------------|------------------------------|
| Financial Institution: | Branch: |
| City: | State & Zip Code: |
| Transit / ABA # (Routing #): | Account #: |

ATTACHMENT 3 to FRANCHISE AGREEMENT
CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER AND DIGITAL
MARKETING ACCOUNTS

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S
TELEPHONE NUMBERS AND DIGITAL MARKETING ACCOUNTS**

Franchisee (Assignor): _____, whose business address is _____, in consideration of the granting of a franchise to Assignor contemporaneously herewith, and other valuable consideration paid by Mobility Plus Systems, LLC (Franchisor/Assignee), having its principal place of business at 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192, hereby assigns unto the Franchisor/Assignee (i) all telephone numbers and listings utilized by Assignor in the operation of Assignor's Restaurant at Assignor's address above-referenced, and (ii) all social media accounts, applications, websites, online listing and other online presence and all related passwords and log-in information ("Digital Marketing") associated with Franchisor/Assignee's Marks, including Mobility Plus. Assignor acknowledges that Mobility Plus and associated marks are solely the property of Franchisor/Assignee. As such, Assignor's right to use any telephone numbers and directory listings and Digital Marketing associated with Mobility Plus trademarks and service marks was solely due to a limited license granted by Franchisor/Assignee in connection with the Franchisor/Assignee's trademark(s)/service mark(s) pursuant to a Franchise Agreement. Once said license has expired and/or terminated pursuant to the expiration or termination of the Franchise Agreement, Assignor has no right to the telephone number or directory listing or Digital Marketing associated with the Franchisor/Assignee's trademark, including, but not limited to Mobility Plus.

This Assignment shall constitute authorization to the appropriate telephone company to change and transfer to Franchisor/Assignee all of Assignor's rights in and to the use of said business telephone lines and Assignor hereby irrevocably appoints and authorizes Franchisor/Assignee to act as Assignor's attorney-in-fact and hereby empowers Franchisor/Assignee to execute such instruments in the Assignee's name in order to give full effect to this Assignment and to effectuate any transfer. Upon the Assignment, Franchisor/Assignee hereby assumes the performance of all of the terms, covenants and conditions of the third parties holding such accounts with the full force and effect as if the Franchisor/Assignee has been originally issued such telephones, telephone numbers, telephone listings and Digital Marketing accounts.

ASSIGNOR (Franchisee):

**FRANCHISOR/ASSIGNEE:
MOBILITY PLUS SYSTEMS, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENT 4 to FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF OBLIGATIONS

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by _____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement on this date (the "Agreement") by Mobility Plus Systems, LLC (the "Company"), each of the undersigned hereby personally and unconditionally, jointly and severally: (a) guarantees to the Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by the Company of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several with all other current and future guarantors of Franchisee's obligations; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any Other person; (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Company may from time to time grant to Franchisee or to any Other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) this Guarantee shall apply to any amounts recovered from Company as a preference, fraudulent transfer or otherwise in a bankruptcy or similar proceeding.

[Signature Page Follows.]

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

GUARANTOR(S)

% OF INTEREST IN FRANCHISEE

Print Name: _____

Home Address: _____

Dated: _____

Print Name: _____

Home Address: _____

Dated: _____

Print Name: _____

Home Address: _____

Dated: _____

Print Name: _____

Home Address: _____

Dated: _____

(Percentage must equal 100)

ATTACHMENT 6 to FRANCHISE AGREEMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Mobility Plus Systems, LLC ("Mobility Plus") and you are preparing to enter into a Franchise Agreement for the operation of a Mobility Plus franchise business. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received the Mobility Plus Franchise Disclosure Document which was provided to you?

Yes ___ No _____

2. On what date did you receive the Franchise Disclosure Document?

3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes ___ No _____

4. Have you received copies of the Franchise Agreement that were completed with all of the blanks filled in?

Yes ___ No _____

If so, on what date did you receive the completed Franchise Agreement?

5. Do you understand that in purchasing this franchise you will be an independent business owner and you will not be an employee of Mobility Plus Systems, LLC?

Yes _____ No _____

6. IF YOU HAVE ANSWERED "NO" TO ANY OF QUESTIONS 1 THROUGH 5 ABOVE, PLEASE INDICATE THE NUMBER OF THE QUESTION(S) AND A FURTHER EXPLANATION OF YOUR ANSWER(S) IN THE SPACE PROVIDED BELOW OR ATTACH AN ADDITIONAL SHEET IF NECESSARY. IF YOU HAVE ANSWERED "YES" TO ALL OF QUESTIONS 1 THROUGH 5 ABOVE, PLEASE LEAVE THE FOLLOWING LINES BLANK.

Question No. Explanation

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 any 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.

You understand that your answers are important to us and that Mobility Plus will rely on them in making a decision to award a Mobility Plus franchise. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions and that you fully understand and accept the business risks involved in the purchase of a franchise business.

Date: _____

Signature of Prospective Franchisee

Print Name: _____

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as granting you a successor franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Mobility Plus Systems, LLC, an Illinois limited liability company (“Mobility Plus”).

Background Statement: *[describe circumstances of Release]*

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Mobility Plus, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Mobility Plus reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Agreed to by:

Name: _____

Date: _____

EXHIBIT D
FINANCIAL STATEMENTS

MOBILITY PLUS SYSTEMS, LLC

Financial Statements For The Years Ended December 31, 2023 & December 31, 2022
& December 31, 2021

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

| <u>Description</u> | <u>Page</u> |
|---|--------------------|
| Independent Accountant Audit Report | 3-4 |
| Profit & Loss Statement | 5 |
| Balance Sheet..... | 6 |
| Statement of Cashflows | 7 |
| Statement of Shareholders' Equity..... | 8 |
| Notes to Accompanied Financial Statements | 9-12 |

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of MOBILITY PLUS SYSTEMS, LLC

Opinion

We have audited the financial statements of MOBILITY PLUS SYSTEMS, LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2023 & December 31, 2022 & December 31, 2021, the related Profit & Loss Statements, the related Statements of Cashflows, the related Statements of Shareholders’ Equity, and the related notes for the twelve-month periods then ended. (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 & December 31, 2022 & December 31, 2021, and the results of its operations and its cash flows for the twelve-month periods 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 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 of material misstatement, whether due to fraud or error.

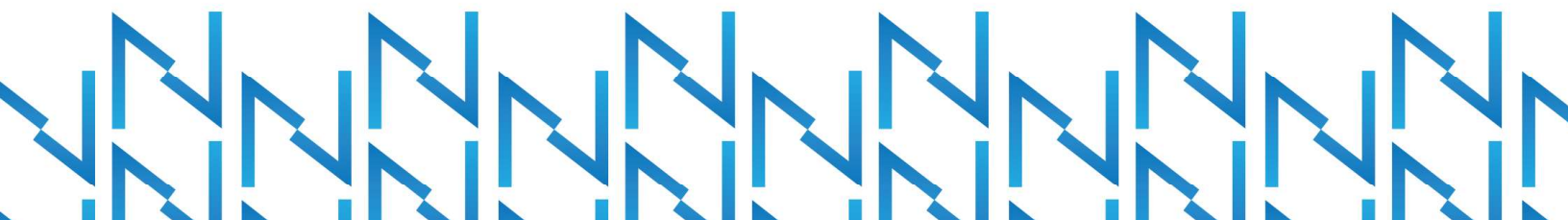
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date that the financial statements are available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

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of 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.



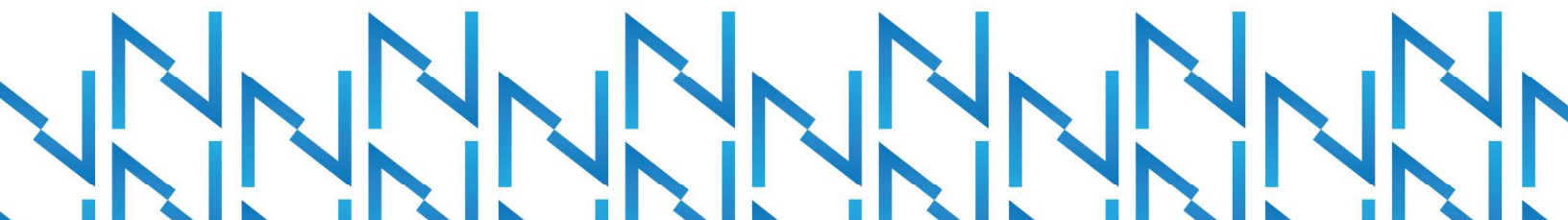
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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.



Omar Alnuaimi, CPA

Naperville, IL
April 17, 2024



MOBILITY PLUS SYSTEMS, LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

| | <u>2023</u> | <u>2022</u> | <u>2021</u> |
|---|--------------------|-------------------|-------------------|
| Revenue | | | |
| Revenue - Franchise Fees | \$ 403,795 | \$ 499,975 | \$ 953,561 |
| Revenue - Franchise Royalties | 1,162,734 | 620,977 | 786,604 |
| Revenue - Other | 22,752 | 185,351 | 71,480 |
| Revenue - Management Fees | 1,953,000 | - | - |
| Less: Discounts & Allowances | (74,062) | (135,173) | (150,367) |
| Total Revenue | <u>3,468,219</u> | <u>1,171,130</u> | <u>1,661,277</u> |
| Cost of Sales | - | - | - |
| Gross Profit | <u>3,468,219</u> | <u>1,171,130</u> | <u>1,661,277</u> |
| Operating Expense | | | |
| Outside Labor Expense | 1,448,860 | 749,616 | 725,838 |
| Management Fee Expense | 343,000 | - | - |
| Advertising & Marketing Expense | 47,222 | 76,215 | 237,371 |
| Area Development Commission Expense | 23,287 | 68,463 | 171,410 |
| Insurance Expense | 77,219 | - | - |
| Other Office Expenses | 145,235 | 163,210 | 105,221 |
| Legal & Professional Fees | 48,966 | - | - |
| Commissions Expense | 14,000 | 48,536 | 95,715 |
| Selling, General, & Admin Expense | 81,012 | 68,291 | 186,392 |
| Total Operating Expenses | <u>2,228,801</u> | <u>1,174,331</u> | <u>1,521,948</u> |
| Net Income From Operations | 1,239,418 | (3,201) | 139,330 |
| Other Income (Expense) | | | |
| Interest Expense | (485) | - | - |
| Deprecation Expense | (469) | (469) | (469) |
| Total Other Income (Expense) | <u>(954)</u> | <u>(469)</u> | <u>(469)</u> |
| Net Income Before Provision for Income Tax | 1,238,464 | (3,670) | 138,861 |
| Provision for Income Taxes | - | - | - |
| Net Income (Loss) | <u>\$1,238,464</u> | <u>\$ (3,670)</u> | <u>\$ 138,861</u> |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

| <u>ASSETS</u> | <u>12/31/23</u> | <u>12/31/22</u> | <u>12/31/21</u> |
|--|-----------------|-----------------|-----------------|
| CURRENT ASSETS | | | |
| Cash and Cash Equivalents | \$ 4,507 | \$ 26,122 | \$ 105,823 |
| Due From Affiliate | - | 815,703 | 1,114,185 |
| Accounts Receivable | 553,486 | 536,832 | 350,946 |
| TOTAL CURRENT ASSETS | 557,993 | 1,378,657 | 1,570,954 |
| NON-CURRENT ASSETS | | | |
| Fixed Assets | 43,000 | 43,000 | 43,000 |
| Less: Accumulated Depreciation | (2,639) | (2,170) | (1,701) |
| TOTAL NON-CURRENT ASSETS | 40,361 | 40,830 | 41,299 |
| TOTAL ASSETS | 598,354 | 1,419,487 | 1,612,253 |
| <u>LIABILITIES AND OWNER'S EQUITY</u> | | | |
| CURRENT LIABILITIES | | | |
| Company Credit Card | 2,500 | 12,032 | 19,179 |
| Deferred Revenue (current) | 118,918 | 93,844 | 60,446 |
| TOTAL CURRENT LIABILITIES | 121,418 | 105,876 | 79,624 |
| NON-CURRENT LIABILITIES | | | |
| Term Loan | 47,232 | - | - |
| Due to Related Party | 247,420 | - | - |
| Deferred Revenue (non-current) | 717,456 | 617,157 | 483,565 |
| TOTAL NON-CURRENT LIABILITIES | 1,012,108 | 617,157 | 483,565 |
| TOTAL LIABILITIES | 1,133,527 | 723,033 | 563,189 |
| OWNER'S EQUITY | | | |
| Retained Earnings (Deficit) | (1,773,636) | 700,123 | 910,203 |
| Net Income (Loss) | 1,238,464 | (3,670) | 138,861 |
| TOTAL SHAREHOLDERS' EQUITY | (535,172) | 696,453 | 1,049,064 |
| TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY | \$ 598,354 | \$ 1,419,487 | \$ 1,612,253 |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

| | <u>2023</u> | <u>2022</u> | <u>2021</u> |
|--|------------------------|----------------------|----------------------|
| OPERATING ACTIVITIES | | | |
| Net Income | \$ 1,238,464 | \$ (3,670) | \$ 138,861 |
| Non-Cash Adjustments | | | |
| Changes in Accounts Receivable | (16,654) | (185,886) | 18,604 |
| Changes in Prepaid Expenses | - | - | 43,689 |
| Changes in Accumulated Depreciation | 469 | 469 | 469 |
| Changes in Due From Affiliate | 815,703 | 298,482 | (1,114,185) |
| Changes in Deferred Revenue | 125,374 | 166,990 | 544,011 |
| Changes in Company Credit Card | (9,532) | (7,147) | 19,179 |
| Other Changes in Working Capital | - | - | 1,232 |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | <u>2,153,824</u> | <u>269,238</u> | <u>(348,141)</u> |
| INVESTING ACTIVITIES | | | |
| Fixed Assets | - | - | (43,000) |
| NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES | <u>-</u> | <u>-</u> | <u>(43,000)</u> |
| FINANCING ACTIVITIES | | | |
| Term Loan | 47,232 | - | - |
| Due to Related Party | 247,420 | - | - |
| Owner's Contribution (net) | (2,470,091) | (348,941) | 296,558 |
| NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES | <u>(2,175,439)</u> | <u>(348,941)</u> | <u>296,558</u> |
| NET INCREASE (DECREASE) IN CASH | (21,616) | (79,703) | (94,583) |
| CASH AT BEGINNING OF PERIOD | 26,122 | 105,823 | 200,406 |
| CASH AT END OF PERIOD | <u>\$ 4,507</u> | <u>\$ 26,122</u> | <u>\$ 105,823</u> |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

| | Opening Equity Balance | Yearly Changes | Total |
|--|---------------------------|-------------------|---------------------|
| Beginning Balance | \$ 613,645 | \$ - | \$ 613,645 |
| Net Income for the period ending December 31, 2021 | - | 138,861 | 138,861 |
| Equity Contributions (Distributions) | - | 296,558 | 296,558 |
| Balance, December 31, 2021 | \$ 613,645 | \$ 435,419 | \$ 1,049,064 |

| | Opening Equity Balance | Yearly Changes | Total |
|--|---------------------------|---------------------|-------------------|
| Beginning Balance | \$ 1,049,064 | \$ - | \$ 1,049,064 |
| Net Income for the period ending December 31, 2022 | - | (3,670) | (3,670) |
| Equity Contributions (Distributions) | - | (348,941) | (348,941) |
| Balance, December 31, 2022 | \$ 1,049,064 | \$ (352,611) | \$ 696,453 |

| | Opening Equity Balance | Yearly Changes | Total |
|--|---------------------------|-----------------------|---------------------|
| Beginning Balance | \$ 696,453 | \$ - | \$ 696,453 |
| Net Income for the period ending December 31, 2023 | - | 1,238,464 | 1,238,464 |
| Equity Contributions (Distributions) | - | (2,470,091) | (2,470,091) |
| Balance, December 31, 2023 | \$ 696,453 | \$ (1,231,627) | \$ (535,172) |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Mobility Plus Systems, LLC (the “Company”) is a franchising company whose franchise locations sell, service, and rent scooters, ramps, stair lifts, and other mobility-related products and services for the consumer market.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of 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 the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables

The Company’s franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of \$0 was necessary as of December 31, 2023, December 31, 2022, & December 31, 2021. Franchisee bad debt expense was \$0 for the year ended December 31, 2023, December 31, 2022, & December 31, 2021. Franchisee amounts written off were \$0 for the year ended December 31, 2023, December 31, 2022, & December 31, 2021.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2023, December 31, 2022, & December 31, 2021, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2023, December 31, 2022, & December 31, 2021, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 & DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company, with the consent of its shareholders, intends to elect to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2023, December 31, 2022, & December 31, 2021, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 17, 2024, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

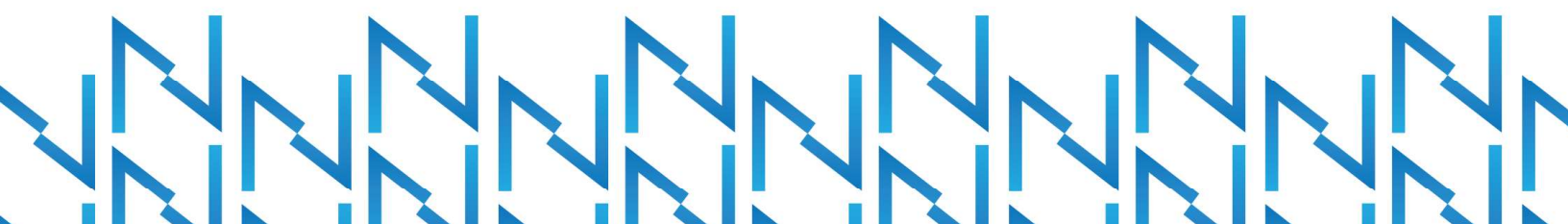
CONSENT

Omar Alnuaimi, CPA, consents to the use in the Franchise Disclosure Document issued by MOBILITY PLUS SYSTEMS, LLC (“Franchisor”) on April 18, 2024, as it may be amended, of my report dated April 17, 2024, relating to the Balance Sheet as of December 31, 2023 & December 31, 2022 & December 31, 2021, the related Profit & Loss Statements, the related Statements of Cashflows, and the related Statements of Shareholders’ Equity for the years then ended of Franchisor.



Omar Alnuaimi, CPA

Naperville, IL
April 18, 2024



MOBILITY PLUS SYSTEMS, LLC

Financial Statements For The Years Ended December 31, 2022 & December 31, 2021

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

| <u>Description</u> | <u>Page</u> |
|---|--------------------|
| Independent Accountant Audit Report | 3 |
| Profit & Loss Statement | 4 |
| Balance Sheet | 5 |
| Statement of Cashflows | 6 |
| Statement of Shareholders' Equity | 7 |
| Notes to Accompanied Financial Statements | 8-11 |

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of MOBILITY PLUS SYSTEMS, LLC

We have audited the accompanying financial statements of MOBILITY PLUS SYSTEMS, LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2022 & December 31, 2021, the related Profit & Loss Statements, the related Statements of Cashflows, and the related Statements of Shareholders’ Equity for the years then ended.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MOBILITY PLUS SYSTEMS, LLC as of December 31, 2022 & December 31, 2021, 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.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

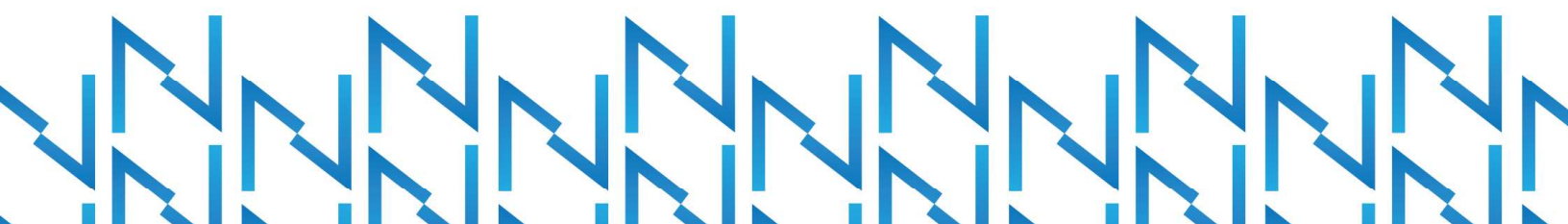
Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements 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 entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

A handwritten signature in blue ink that reads 'Omar Alnuaimi, CPA'.

Omar Alnuaimi, CPA

Naperville, IL
April 19, 2023



MOBILITY PLUS SYSTEMS, LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2022 & DECEMBER 31, 2021

| | <u>2022</u> | <u>2021</u> |
|---|--------------------------|--------------------------|
| Revenue | | |
| Revenue - Franchise Fees | \$ 499,975 | \$ 953,561 |
| Revenue - Franchise Royalties | 620,977 | 786,604 |
| Revenue - Other | 185,351 | 71,480 |
| Less: Discounts & Allowances | (135,173) | (150,367) |
| Total Revenue | <u>1,171,130</u> | <u>1,661,277</u> |
| Cost of Sales | - | - |
| Gross Profit | <u>1,171,130</u> | <u>1,661,277</u> |
| Operating Expense | | |
| Outside Labor Expense | 749,616 | 725,838 |
| Advertising & Marketing Expense | 76,215 | 237,371 |
| Area Development Commission Expense | 68,463 | 171,410 |
| Computer Software Expense | 163,210 | 105,221 |
| Commissions Expense | 48,536 | 95,715 |
| Selling, General, & Admin Expense | 68,291 | 186,392 |
| Total Operating Expenses | <u>1,174,331</u> | <u>1,521,948</u> |
| Net Income From Operations | (3,201) | 139,330 |
| Other Income (Expense) | | |
| Deprecation Expense | (469) | (469) |
| Total Other Income (Expense) | <u>(469)</u> | <u>(469)</u> |
| Net Income Before Provision for Income Tax | (3,670) | 138,861 |
| Provision for Income Taxes | - | - |
| Net Income (Loss) | <u><u>\$ (3,670)</u></u> | <u><u>\$ 138,861</u></u> |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2022 & DECEMBER 31, 2021

| | <u>12/31/22</u> | <u>12/31/21</u> |
|--|-----------------|-----------------|
| <u>ASSETS</u> | | |
| CURRENT ASSETS | | |
| Cash and Cash Equivalents | \$ 26,122 | \$ 105,823 |
| Due From Affiliate | 815,703 | 1,114,185 |
| Accounts Receivable | 536,832 | 350,946 |
| TOTAL CURRENT ASSETS | 1,378,657 | 1,570,954 |
| NON-CURRENT ASSETS | | |
| Fixed Assets | 43,000 | 43,000 |
| Less: Accumulated Depreciation | (2,170) | (1,701) |
| TOTAL NON-CURRENT ASSETS | 40,830 | 41,299 |
| TOTAL ASSETS | 1,419,487 | 1,612,253 |
| <u>LIABILITIES AND OWNER'S EQUITY</u> | | |
| CURRENT LIABILITIES | | |
| Company Credit Card | 12,032 | 19,179 |
| Deferred Revenue (current) | 93,844 | 60,446 |
| TOTAL CURRENT LIABILITIES | 105,876 | 79,624 |
| NON-CURRENT LIABILITIES | | |
| Deferred Revenue (non-current) | 617,157 | 483,565 |
| TOTAL NON-CURRENT LIABILITIES | 617,157 | 483,565 |
| TOTAL LIABILITIES | 723,033 | 563,189 |
| OWNER'S EQUITY | | |
| Retained Earnings (Deficit) | 700,123 | 910,203 |
| Net Income (Loss) | (3,670) | 138,861 |
| TOTAL SHAREHOLDERS' EQUITY | 696,453 | 1,049,064 |
| TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY | \$1,419,487 | \$1,612,253 |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 & DECEMBER 31, 2021

| | <u>2022</u> | <u>2021</u> |
|--|-------------|-------------|
| OPERATING ACTIVITIES | | |
| Net Income | \$ (3,670) | \$ 138,861 |
| Non-Cash Adjustments | | |
| Changes in Accounts Receivable | (185,886) | 18,604 |
| Changes in Prepaid Expenses | - | 43,689 |
| Changes in Accumulated Depreciation | 469 | 469 |
| Changes in Due From Affiliate | 298,482 | (1,114,185) |
| Changes in Deferred Revenue | 166,990 | 544,011 |
| Changes in Company Credit Card | (7,147) | 19,179 |
| Other Changes in Working Capital | - | 1,232 |
| | | |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | 269,238 | (348,141) |
| INVESTING ACTIVITIES | | |
| Fixed Assets | - | (43,000) |
| | | |
| NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES | - | (43,000) |
| FINANCING ACTIVITIES | | |
| Owner's Contribution (net) | (348,941) | 296,558 |
| | | |
| NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES | (348,941) | 296,558 |
| | | |
| NET INCREASE (DECREASE) IN CASH | (79,703) | (94,583) |
| CASH AT BEGINNING OF PERIOD | 105,823 | 200,406 |
| CASH AT END OF PERIOD | \$ 26,122 | \$ 105,823 |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2022 & DECEMBER 31, 2021

| | Opening Equity Balance | Yearly Changes | Total |
|--|-----------------------------------|---------------------------|--------------------|
| Beginning Balance | \$ 613,645 | \$ - | \$ 613,645 |
| Net Income for the period ending December 31, 2021 | - | 138,861 | 138,861 |
| Equity Contributions (Distributions) | - | 296,558 | 296,558 |
| Balance, December 31, 2021 | \$ 613,645 | \$ 435,419 | \$1,049,064 |

| | Opening Equity Balance | Yearly Changes | Total |
|--|-----------------------------------|---------------------------|-------------------|
| Beginning Balance | \$ 1,049,064 | \$ - | \$1,049,064 |
| Net Income for the period ending December 31, 2022 | - | (3,670) | (3,670) |
| Equity Contributions (Distributions) | - | (348,941) | (348,941) |
| Balance, December 31, 2022 | \$ 1,049,064 | \$ (352,611) | \$ 696,453 |

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Mobility Plus Systems, LLC (the “Company”) is a franchising company whose franchise locations sell, service, and rent scooters, ramps, stair lifts, and other mobility-related products and services for the consumer market.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of income and expense during the reporting period. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, and makes adjustments when facts and circumstances dictate. These estimates are based on information available as of the date of the financial statements; therefore, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Accounts Receivable

The Company’s trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company’s receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. The Company records a reserve for bad debts against amounts due to reduce the net recognized receivable to an amount the Company believes will be reasonably collected. The reserve is a discretionary amount determined from the analysis of the aging of the accounts receivables, historical experience and knowledge of specific customers. As of December 31, 2022 & December 31, 2021, The Company assessed its customer receivables and determined there is no justification for an allowance for doubtful accounts.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation

Fixed Assets is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method which is reflected in these financial statements herein. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2022 & December 31, 2021, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2022 & December 31, 2021, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Deferred Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

MOBILITY PLUS SYSTEMS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Deferred Revenue (cont.)

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2022 & December 31, 2021, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 19, 2023, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT E

MANUAL TABLE OF CONTENTS

Manual and Data on Tablet

Table of Contents

- 1 Introduction
- 2 Insurance Requirements
- 3 Business Compliance
- 4 Dress Code
- 5 Sales
- 6 Products
- 7 Services Offered
- 8 Rentals
- 9 Startup - Store Front - Showrooms - Products & Literature
- 10 Employee Recruiting, Hiring and Management
- 11 Marketing
- 12 Titles
- 13 Digital Media Policies
- 14 Brand Standards
- 15 Technology
- 16 Advertising
- 17 Veterans Administration
- 18 Vehicle Wrap & Office Signage
- 19 Disclosures
- 20 Appendices

EXHIBIT F-1
CURRENT FRANCHISEES AS OF 12/31/23

| Location | First Name | Last Name | City | State | Zip | Phone |
|------------------------|--------------------|------------------|------------------|--------------|------------|--------------|
| MP CASA GRANDE | Anthony & Maria | Allen | Casa Grande | Arizona | 85194 | 520-788-2327 |
| MP GREEN VALLEY | Tony | Valenzuela | Green Valley | Arizona | 85614 | 520-333-2599 |
| MP ORO VALLEY | Gary | Ross | Oro Valley | Arizona | 85737 | 520-225-0415 |
| MP PRESCOTT VALLEY | Steve | Bruenor | Prescott Valley | Arizona | 86314 | 928-308-2465 |
| MP NORTH SCOTTSDALE | Scott | Vineyard | Scottsdale | Arizona | 85260 | 480-687-4043 |
| MP Marana | Gary | Ross | Tucson | Arizona | 85719 | 520-225-0415 |
| MP TUCSON | Gary | Ross | Tucson | Arizona | 85719 | 520-225-0415 |
| MP RIVERSIDE | Amy & Jeff | Ashcraft | Riverside | California | 92503 | 951-406-1446 |
| MP COLORADO SPRINGS | Oliver Millan & | Nichole Myers | Colorado Springs | Colorado | 80906 | 719-358-8549 |
| MP FREDERICK | Darrin | Witten | Frederick | Colorado | 80516 | 540-693-1528 |
| MP WHEATRIDGE | Dustin Carter & | Jeremiah Marquis | Wheatridge | Colorado | 80033 | 303-993-3010 |
| MP PLAINFIELD | Robert | Sanchez | Plainfield | Connecticut | 06374 | 860-373-5881 |
| MP CLEARWATER | Lynn | Henderson | Clearwater | Florida | 34698 | 727-733-7587 |
| MP MANATEE | La'Nette Worford & | Samuel Pierre | Ellenton | Florida | 34222 | 941-714-0068 |
| MP JACKSONVILLE | Tim & Lauren | Mobley | Jacksonville | Florida | 32257 | 904-903-7759 |
| MP ORLANDO THEME PARKS | Kyle | Vermeulen | Orlando | Florida | 32819 | 407-270-4009 |
| MP PEMBROKE PINES | Ana | Carrillo | Pembroke Pines | Florida | 33024 | 754-210-6920 |
| MP PORT ST LUCIE | Bradd & Corinne | Lexer | Port St Lucie | Florida | 34986 | 772-281-4645 |
| MP ST. PETERSBURG | Paula | Olivero | St. Petersburg | Florida | 33710 | 727-390-5438 |
| MP ALPHARETTA | Mary & Scott | Block | Alpharetta | Georgia | 30004 | 404-401-4859 |
| MP NEWNAN | Scott | Taylor | Newnan | Georgia | 30265 | 470-347-5082 |
| MP BOISE | Brian | Cherniack | Boise | Idaho | 83704 | 208-617-5200 |
| MP COLUMBIA CITY | Greg Vance & | Mike Driver | Columbia City | Indiana | 46725 | 260-503-6066 |
| MP EVANSVILLE | Mike & Jennifer | Caggiano | Evansville | Indiana | 47715 | 812-550-1444 |
| MP GREENWOOD | Sam & Devon | Parrot | Greenwood | Indiana | 46142 | 317-868-4220 |
| MP West Indy | Stoddard & Kelly | Worman | Indianapolis | Indiana | 46038 | 937-305-3770 |
| MP CRESTWOOD | Tony & Aime | Odum | Crestwood | Kentucky | 40014 | 502-466-7000 |
| MP FLORENCE | Mike & Billie | Miller | Florence | Kentucky | 41042 | 859-918-1006 |
| MP LEXINGTON | Kaushik | Mukhopadhyay | Lexington | Kentucky | 40514 | 803-351-0748 |

| | | | | | | |
|----------------------|-----------------|-----------------|-----------------|----------------|-------|--------------|
| MP LAFAYETTE | Dustin | Delcambre | Lafayette | Louisiana | 70518 | 337-552-1902 |
| MP GRAND RAPIDS | Ali | Aqel | Grand Rapids | Michigan | 49546 | 616-719-0292 |
| MP SHELBY TOWNSHIP | Phil | Shia | Shelby Township | Michigan | 48317 | 586-822-0615 |
| MP TROY | Nik | Lamansky | Troy | Michigan | 48083 | 248-535-2960 |
| MP BALLWIN | Bob | Bradley | Ballwin | Missouri | 63011 | 314-608-5789 |
| MP PLATTE COUNTY | Dennis & Eveyln | Handley | Riverside | Missouri | 64150 | 816-631-2903 |
| MP OMAHA | Brent Urban & | Troy Bloomquist | Omaha | Nebraska | 68137 | 402-804-8668 |
| MP FAYETTEVILLE | Eunice & Nate | Njaramba | Fayetteville | North Carolina | 28304 | 910-800-0940 |
| MP GREENVILLE | Chris & Joe | Lazarczyk | Greenville | North Carolina | 27834 | 252-751-6677 |
| MP HIGHPOINT | Paula | Wells | Highpoint | North Carolina | 27262 | 336-355-1019 |
| MP LAKE NORMAN | Craig | Sprinkles | Lake Norman | North Carolina | 28117 | 704-765-3216 |
| MP TRI-COUNTY | Shawn | Zech | Cincinnati | Ohio | 45246 | 513-468-4373 |
| MP DAYTON | Jason Lanning & | Randy Cotterman | Dayton | Ohio | 45414 | 937-949-8044 |
| MP NORTHFIELD | Tina & Alex | Gruszka | Northfield | Ohio | 44067 | 330-748-0675 |
| MP PITTSBURGH | Sandy | Holifield | Pittsburgh | Pennsylvania | 15234 | 412-426-9144 |
| MP ANDERSON | Scott | Wortham | Anderson | South Carolina | 29625 | 864-401-8722 |
| MP KNOXVILLE NORTH | David & Hannah | Beal | Knoxville | Tennessee | 37924 | 865-253-7757 |
| MP MORRISTOWN | Jay | Linx | Morristown | Tennessee | 37813 | 423-839-0923 |
| MP MOUNT JULIET | Greg | Gamble | Mount Juliet | Tennessee | 37122 | 615-669-4162 |
| MP CORPUS CHRISTI | Pat | Little | Corpus Christi | Texas | 78413 | 361-462-4690 |
| MP DESOTO | Eric & Melvin | Bolden | Desoto | Texas | 75115 | 469-250-7396 |
| MP FREDERICKSBURG | Ben | Jewell | Fredericksburg | Virginia | 22407 | 540-693-1528 |
| MP GREATER MILWAUKEE | Steve & Kit | Ziembiec | Milwaukee | Wisconsin | 53005 | 414-367-4004 |
| MP YELLOWSTONE | Chris | Pelletier | Yellowstone | Wyoming | 82440 | 307-254-5039 |

EXHIBIT F-2
FORMER FRANCHISEES AS OF 12/31/23

| Location | First Name | Last Name | 2023 Status | City | State | Zip | Phone |
|--------------------|-------------------|------------------|------------------------|-------------|---------------|------------|--------------|
| MP Rogers | Ken | Fariss | Termination | Rogers | Arkansas | 72756 | 866-456-7587 |
| MP VOLUSIA COUNTY | Tom | Stempek | Closed - Other Reasons | Deland | Florida | 32720 | 386-717-9971 |
| MP PASCO COUNTY | Tim | Hudson | Non-Renewal | Zephyrhills | Florida | 33542 | 813-733-1040 |
| MP DALTON | Jenny | Bailey | Mutual Termination | Dalton | Georgia | 30720 | 770-905-9247 |
| MP SOUTH CLEVELAND | Dave | Sommers | Non-Renewal | Cleveland | Ohio | 44685 | 330-690-0963 |
| MP LANCASTER | Joseph | Boone | Termination | Lancaster | Pennsylvania | 17540 | 717-672-6635 |
| MP Crowley | Cesar | Diaz | Non-Renewal | Crowley | Texas | 76036 | 214-862-6218 |
| MP PEARLAND | Marna | Arvie | Mutual Termination | Pearland | Texas | 77584 | 832-617-8196 |
| MP SUGAR LAND | Suzanne | Coates | Mutual Termination | Sugar Land | Texas | 77478 | 281-762-2101 |
| MP Charleston WV | Dipti | Patel | Mutual Termination | Charlestown | West Virginia | 25304 | 304-932-0032 |
| MP WEST KNOXVILLE | Jeff | Rule | Transfer | Lenoir City | Tennessee | 37772 | 865-383-0987 |

EXHIBIT G
STATE ADDENDA

MOBILITY PLUS SYSTEMS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The Franchise Disclosure Document (“FDD”) for MOBILITY PLUS SYSTEMS, LLC for use in the State of Illinois is modified in accordance with the following:

The following are added to the Franchise Disclosure Document:

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

The Office of the Illinois Attorney General requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor’s financial condition.

**MOBILITY PLUS SYSTEMS, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

This addendum to the Franchise Agreement is agreed to between MOBILITY PLUS SYSTEMS, LLC (Franchisor) and _____

(Franchisee) to amend said Agreement as follows:

1. Paragraph 40.g (waiver of punitive damages). is hereby modified by adding the following to the end thereof:

However, the waiver in this paragraph 40(g) relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

2. Section 40 of the Franchise Agreement is hereby modified by adding the following paragraph:

"Nothing contained in Section 40(b) of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

3. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

4. 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 any 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. The Office of the Illinois Attorney General requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor's financial condition.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the date below the signatures.

FRANCHISOR:

FRANCHISEE:

MOBILITY PLUS SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MOBILITY PLUS SYSTEMS, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA**

This addendum to the Franchise Agreement is by and between Mobility Plus Systems, LLC (Franchisor) and _____ (Franchisee) to amend said Agreement as follows:

The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

FRANCHISOR:

FRANCHISEE:

MOBILITY PLUS SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MOBILITY PLUS SYSTEMS, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN**

This Addendum is agreed by and between MOBILITY PLUS SYSTEMS, LLC and _____(Franchisee) to amend said Agreement by including the following language:

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.

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

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

FRANCHISOR:

FRANCHISEE:

MOBILITY PLUS SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT H
SUCCESSOR FRANCHISE ADDENDUM

**MOBILITY PLUS SYSTEMS LLC
SUCCESSOR FRANCHISE ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum is to a Franchise Agreement dated _____, 20____ by and between Mobility Plus Systems LLC, an Illinois limited liability company (hereafter Franchisor), and _____ (hereafter Franchisee) to amend said Franchise Agreement as follows:

WHEREAS, Franchisee has owned and operated a Mobility Plus Franchised Business located at _____ pursuant to a Franchise Agreement dated _____, _____ ("Initial Franchise Agreement");

WHEREAS, the Initial Franchise Agreement was for a term of five (5) years from the date of the opening of Franchisee's Business, and expired(es) on _____;

WHEREAS, the Initial Franchise Agreement provided for two (2) additional options to extend the franchise relationship for five (5) years each beyond the initial term provided that certain terms and conditions were met by Franchisee; and

WHEREAS, Franchisee desires to continue to own and operate a Mobility Plus Franchised Business and to extend the franchise relationship;

WHEREAS, by the terms of the Initial Franchise Agreement, in order to extend the franchise term, Franchisee must execute the standard form of Franchise Agreement currently being offered by Franchisor which agreement is being executed contemporaneously with this Successor Franchise Addendum ("Franchise Agreement") and must meet certain conditions as set forth in the Initial Franchise Agreement.

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

1. The above recitals are incorporated herein and made a part of this Successor Franchise Addendum to the Franchise Agreement.

2. Paragraph 4 (Term, Renewal, and Non-Renewal) is revised to read as follows:

The Agreement commences on the Effective Date and continues for five years. *[If the successor franchise term will commence on a date different than the date the Agreement is signed, you may replace "Effective Date" with a specific date.]*

3. Paragraph 4 (Term, Renewal, and Non-Renewal) is revised to read as follows:

Franchisee may enter into successor agreements for up to one additional period of five years each, subject to the following conditions prior to each expiration...

4. Paragraph 5(a) (Initial Franchise Fee) is deleted in its entirety. Upon the execution of this Agreement, Franchisee shall pay to Franchisor a successor franchise fee equal to Five Thousand Dollars (\$5,000.00).

5. Paragraph 5(c) (Royalty Fee) is revised to state that you shall pay MPS a monthly minimum Royalty Fee of \$750 per week immediately upon execution of this Agreement.

6. Paragraph 5(d) (Technology Fee) is revised to state that MPS will continue collecting the Technology Fee immediately upon execution of this Agreement.

7. Paragraph 7(c) (Pre-Opening Training) is hereby deleted as inapplicable. *[Address here if there is any refresher training that the franchisee must take in connection with the successor franchise requirements that won't be completed prior to the expiration date.]*

8. Paragraph 9 (Opening Date) is hereby deleted as inapplicable.

9. In all other respects, the Franchise Agreement shall be construed and enforced as it is written.

10. In consideration of the mutual and several agreements recited above and the award of a successor franchise agreement, Franchisee does forever release and discharge Franchisor, its officers, directors, shareholders, agents and employees, in that capacity and individually, its guarantors, successors, and assigns on behalf of its successors and assigns from all manner of actions, cause, causes of action, suits, debts, sums of money, accounts, promises, variances, trespasses, damages, judgments, execution, claims and demands, whatsoever, in law or in equity, arising out of any relationship between Franchisee and Franchisor whether contractual or otherwise which it now has, or has had, or which its successors and assigns hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever at any time prior to the date of this Agreement.

In witness whereof, the parties hereto, intending to be legally bound, hereby have duly executed, sealed and delivered this Successor Franchise Addendum on the dates below each signature.

**FRANCHISOR:
MOBILITY PLUS SYSTEMS LLC**

By: _____

Its: _____

Date: _____

FRANCHISEE:

By: _____

Its: _____

Date: _____

EXHIBIT J
INFORMATION ABOUT AREA REPRESENTATIVES

Arizona

Scott Vineyard, Transition Solutions LLC. Scott Vineyard, through Transition Solutions LLC, has been our Area Representative in Scottsdale, AZ since February 2020. He has been employed by Nationwide Insurance E&S/Specialty in Scottsdale, AZ since June 2006. From March 2015 through the present he has served as Director of Market Strategy and Agency Management. From June 2006 through March 2015 he served as Director of Strategic Planning.

Colorado

Jeremiah Marquis, OpenDoor Franchises, LLC. Jeremiah Marquis, through OpenDoor Franchises, LLC, has been our Area Representative in Denver, CO since April 2019. He has been Founder of OpenDoor Franchises, LLC in Denver, CO since April 2018. He was Sales Director of CannaRegs in Denver, CO from August 2017 to February 2018. He was Sales Director of MassRoots in Denver, CO from June 2015 to August 2017.

Indiana – Evansville Area

Michael Caggiano. Michael Caggiano has been our Area Representative in Newburgh, IN since August 2019.

Louisiana – Vermillion, Iberville, West Baton Rouge, East Baton Rouge, Livingston, and Ascension Counties (Baton Rouge Area)

Dustin Delcambre, Delcam Investments, LLC. Dustin Delcambre, through Delcam Investments, LLC, has been our Area Representative in Broussard, LA since October 2020.

North Carolina

Paula Wells, CODS, LLC. Paula Wells, through CODS, LLC, has been our Area Representative in Greensboro, NC since October 2019.

Ohio – Lorain, Medina, Cuyahoga, Summit, Stark, Lake, Geauga and Portage Counties (Cleveland Area)

David Sommers. Dave Sommers has been our Area Representative in Uniontown, OH since August 2020.

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 |
|--------------|-----------------------|
| Michigan | Pending |
| Indiana | May 1, 2024 |
| Illinois | May 1, 2024 |

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

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 Mobility Plus Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Mobility Plus Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

| Name | Principal Business Address | Telephone No. |
|-----------------|---|----------------|
| Richard Peter | 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192 | (312) 498-6624 |
| Spencer Jackson | 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192 | (708) 294-3822 |
| Michael Peter | 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192 | (847) 867-6086 |
| Jorge Alfonso | 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192 | (708) 294-8966 |

Issuance Date: April 18, 2024

I received a disclosure document dated April 18, 2024, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document
- H. State Addenda to Franchise Agreement
- I. Successor Franchise Addendum
- J. Information About Area Representatives

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy For Your Records

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- J. Information About Area Representatives

Signature: _____

Print Name: _____

Date Received: _____

**Return this copy to us at Mobility Plus Systems, LLC,
2815 Forbs Ave, Suite 107, Hoffman Estates, Illinois 60192.**